UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED December 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM _____ TO _____.

Commission file number: 000-49796

TruBridge, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**74-3032373**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
54 St. Emanuel Street, Mobile, Alabama	**36602**
(Address of Principal Executive Offices)	**(Zip Code)**

(251) 639-8100
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, par value $.001 per share	**TBRG**	**The NASDAQ Stock Market LLC**

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging Growth Company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control of financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statement of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatement that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates of the registrant at June 30, 2023 was $358,665,532.

As of March 11, 2024, the registrant had outstanding 14,507,776 shares of its common stock.

DOCUMENTS INCORPORATED BY REFERENCE IN THIS FORM 10-K:

Portions of the definitive Proxy Statement for the 2024 Annual Meeting of Stockholders are incorporated by reference into Part III of this report to the extent described herein.

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PART IV

* Portions of the definitive Proxy Statement for the 2024 Annual Meeting of Stockholders are incorporated by reference into Part III of this report to the extent described herein.

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified generally by the use of forward-looking terminology and words such as "expects," "anticipates," "estimates," "believes," "predicts," "intends," "plans," "potential," "may," "continue," "should," "will" and words of comparable meaning. Without limiting the generality of the preceding statement, all statements in this Annual Report relating to estimated and projected earnings, margins, costs, expenditures, cash flows, growth rates and future financial results are forward-looking statements. We caution investors that any such forward-looking statements are only predictions and are not guarantees of future performance. Certain risks, uncertainties and other factors may cause actual results to differ materially from those projected in the forward-looking statements. The following is a summary of the principal risks that could adversely affect our business, financial condition, results of operations and cash flows.

Risks Related to Our Industry

- saturation of our target market and hospital consolidations;
- unfavorable economic or market conditions that may cause a decline in spending for information technology and services;
- significant legislative and regulatory uncertainty in the healthcare industry;
- exposure to liability for failure to comply with regulatory requirements;

Risks Related to Our Business

- transition to a subscription-based recurring revenue model and modernization of our technology;
- competition with companies that have greater financial, technical and marketing resources than we have;
- potential future acquisitions that may be expensive, time consuming, and subject to other inherent risks;
- our ability to attract and retain qualified personnel;
- disruption from periodic restructuring of our sales force;
- slower than anticipated development of the market for RCM services;
- our potential inability to manage our growth in the new markets we may enter;
- our operations could be significantly disrupted if we do not effectively implement a new enterprise resource planning software solution;
- exposure to numerous and often conflicting laws, regulations, policies, standards or other requirements through our international business activities;
- potential litigation against us and investigations;
- our use of offshore third-party resources;
- competitive and litigation risk related to the use of artificial intelligence;

Risks Related to Our Products and Services

- potential failure to develop new products or enhance current products that keep pace with market demands;
- exposure to claims if our products fail to provide accurate and timely information for clinical decision-making;
- exposure to claims for breaches of security and viruses in our systems;
- undetected errors or problems in new products or enhancements;
- our potential inability to convince customers to migrate to current or future releases of our products;
- failure to maintain our margins and service rates;
- increase in the percentage of total revenues represented by service revenues, which have lower margins;
- exposure to liability in the event we provide inaccurate claims data to payors;
- exposure to liability claims arising out of the licensing of our software and provision of services;
- dependence on licenses of rights, products and services from third parties;
- a failure to protect our intellectual property rights;
- exposure to significant license fees or damages for intellectual property infringement;
- service interruptions resulting from loss of power and/or telecommunications capabilities;

Risks Related to Our Indebtedness

- our potential inability to secure additional financing on favorable terms to meet our future capital needs;
- substantial indebtedness that may adversely affect our business operations;
- our ability to incur substantially more debt;
- pressures on cash flow to service our outstanding debt;
- restrictive terms of our credit agreement on our current and future operations;

Risks Related to Our Common Stock and Other General Risks

- changes in and interpretations of financial accounting matters that govern the measurement of our performance;
- the potential for our goodwill or intangible assets to become impaired;
- quarterly fluctuations in our financial results due to various factors;
- volatility in our stock price;
- failure to maintain effective internal control over financial reporting;
- inherent limitations in our internal control over financial reporting;
- vulnerability to significant damage from natural disasters;
- exposure to market risk related to interest rate changes; and
- potential material adverse effects due to macroeconomic conditions.

For more information about the risks described above and other risks affecting us, see "Risk Factors" beginning on page 22 of this Annual Report. We also caution investors that the forward-looking information described herein represents our outlook only as of this date, and we undertake no obligation to update or revise any forward-looking statements to reflect events or developments after the date of this Annual Report.

PART I

ITEM 1. BUSINESS

Overview

Founded in 1979, TruBridge, Inc. (“TruBridge” or the “Company”) is a leading provider of healthcare solutions and services for community hospitals, their clinics and other healthcare systems. Previously named Computer Programs and Systems, Inc., the Company changed its name to TruBridge, Inc. on March 4, 2024 in a Company-wide rebranding and legal entity consolidation. TruBridge is a trusted partner to more than 1,500 healthcare organizations with a broad range of technology-first solutions that address the unique needs and challenges of diverse communities, promoting equitable access to quality care and fostering positive outcomes. TruBridge has over four decades of experience in connecting providers, patients and communities with innovative data-driven solutions that create real value by supporting both the financial and clinical side of healthcare delivery. Our industry leading HFMA Peer Reviewed® suite of revenue cycle management (RCM) offerings combine unparalleled visibility and transparency to enhance productivity and support the financial health of healthcare organizations across all care settings. We support efficient patient care with electronic health record (EHR) product offerings that successfully integrate data between care settings. Above all, we believe in the power of community and encourage collaboration, connection, and empowerment with our customers. We clear the way for care.

The Company’s legal structure includes TruBridge, Inc., the parent company, with Viewgol, LLC ("Viewgol"), iNetXperts, Corp. d/b/a Get Real Health, Healthcare Resource Group, Inc. ("HRG"), and Healthland Holding Inc. as its wholly-owned subsidiaries. The Company operates its business in three operating segments, which are also our reportable segments: RCM, EHR, and Patient Engagement. These segments contribute towards the combined focus of improving the health of the communities we serve as follows:

- The RCM reporting segment focuses on providing a complete RCM solution for all care settings, regardless of their primary healthcare information solutions provider along with business management, consulting, managed IT services, analytics and business intelligence.
- The EHR segment provides comprehensive acute care solutions and related services for community hospitals, and their physician clinics.
- The Patient Engagement segment offers comprehensive patient engagement and empowerment technology solutions to improve patient outcomes and engagement strategies with care providers.

Our companies currently support community hospitals and other healthcare systems with a geographically diverse patient mix within the domestic community healthcare market. Our target market for our RCM, EHR, and Patient Engagement solutions includes community hospitals with fewer than 400 acute care beds, and their clinics, as well as independent or small to medium sized chains of skilled nursing facilities. Approximately 98% of our acute care hospital EHR customer base is comprised of hospitals with fewer than 100 beds. As of January 16, 2024, we have divested our post-acute care EHR business, American HealthTech, Inc., to PointClickCare Technologies USA Corp. During 2023, we generated revenues of $339.4 million from the sale of our products and services.

In October 2023, the Company closed its acquisition of Viewgol, LLC ("Viewgol"), a provider of ambulatory RCM analytics and complementary outsourcing services, for a purchase price is $36 million in cash, with an additional earnout of up to approximately $31.5 million based on achieving certain objectives post-closing.

See Note 18 to the consolidated financial statements included herein for additional information on our three reportable segments.

Industry Dynamics

The healthcare industry is the largest industry in the United States economy, comprising approximately 17.3% of the U.S. gross domestic product in 2022 according to the Centers for Medicare and Medicaid Services ("CMS"). CMS estimates that national health spending is projected to grow at an average annual rate of 5.4% through 2031 and will reach $7.0 trillion in 2031.

Hospital expenditures grew by 2.2% to approximately $1.5 trillion in 2022, slower than the 4.5% growth rate in 2021. According to the American Hospital Association’s *AHA Hospital Statistics, 2022 Edition*, there are approximately 4,600 community hospitals in the United States that are in our target market of hospitals with fewer than 400 beds, with approximately 2,900 of those having fewer than 100 acute care beds. In addition, there is a market of small specialty hospitals that focus on discrete medical areas such as surgery, rehabilitation and long-term acute care.

The healthcare industry is constantly challenged by changing economic dynamics, increased regulation and pressure to improve the quality of care. These factors create an environment of escalating costs of care which, because of their heavy reliance on Medicare and Medicaid programs, our hospital clients have limited ability to recover through reimbursement changes. However, we believe healthcare providers can successfully address these issues with the help of our advanced medical information systems, including our RCM solutions and our suite of complementary services. Specific examples of the challenges and opportunities facing healthcare providers include the following:

Changing Economic Dynamics

The healthcare industry is heavily influenced by legislative and regulatory initiatives of the federal and state governments. These initiatives have a particularly significant impact on our customer base, as community hospitals generate a significant portion of their revenues from beneficiaries of the Medicare and Medicaid programs. Consequently, even small changes in federal and state programs have a disproportionate effect on community hospitals as compared to larger facilities where greater portions of their revenues are generated from beneficiaries of private insurance programs.

Medicare and Medicaid funding and reimbursements fluctuate annually and, with projected growth in healthcare costs, will continue to be scrutinized as the federal and state governments attempt to control the costs and growth of the program. As the federal government seeks to further limit deficit spending in the future due to fiscal restraints, it will likely continue to place constraints on healthcare spending programs such as Medicare and Medicaid matching grants, which will place further cost pressures on hospitals and other healthcare providers. Further reductions in reimbursements from these programs could lead to hospitals postponing expenditures on information technology and may motivate hospitals to revisit long-held cost structures, which could positively impact demand for RCM and other services.

While legislative and regulatory initiatives are placing significant pressure on the related reimbursements, community hospitals are also faced with likely increased demand for Medicare and Medicaid services. Medicare Advantage enrollment in rural communities has grown by nearly 50% from 2019 through 2023. The challenges posed by this dual-threat are complicated by the shift away from volume-based reimbursement towards value-based reimbursement, linking reimbursement to quality measurements and outcomes. The increasing prevalence of high deductible health plans and value-based reimbursement models is transforming domestic healthcare delivery into a more patient-centric experience. This transformation brings about new and increased data needs, resulting in additional regulatory demands for data that patients find useful in decision-making. These new regulatory demands increase regulatory risks and compliance burdens for TruBridge and our clients, but also pose opportunities for TruBridge to provide additional value-added products and services to our target market.

To compete in the continually changing healthcare environment, providers are increasingly using technology in order to help maximize the efficiency of their business practices, to assist in enhancing patient care, and to maintain the privacy and security of patient information. Healthcare providers are placing increased demands on their information systems to accomplish these tasks. We believe that information systems must facilitate management of patient information across administrative, financial and clinical tasks and must also effectively interface with a variety of payor organizations within the increasingly complex reimbursement environment.

The American Recovery and Reinvestment Act of 2009

In 2009, the U.S. federal government enacted the American Recovery and Reinvestment Act (the "ARRA"), which included the Health Information Technology for Economic and Clinical Health Act ("HITECH"). HITECH authorized the EHR incentive program, which provided significant incentive funding to physicians and hospitals that have adopted and are appropriately using technology such as our EHR solutions. The end result of the ARRA has been to accelerate the adoption of EHR technology nationwide, significantly increasing industry-wide penetration rates and our penetration rates within our existing customer base for our current menu of applications. As a result, the revenue opportunities for new customer additions have greatly diminished, as have our opportunities for add-on sales to existing customers.

Continued Push for Improved Patient Care

With the increased pressure to improve the quality of healthcare and reduce costs, there is a general shift towards value-based reimbursement, which increases the demand for information technology solutions for clinical decision support. This migration toward clinical decision support solutions is further supported by the ARRA.

In the face of decreasing revenue and increasing pressure to improve patient care, healthcare providers are in need of management tools and related services that (1) increase efficiency in the delivery of healthcare services, (2) reduce medical errors, (3) effectively track the cost of delivering services so that those costs can be properly managed and (4) increase the speed and rate of reimbursement. A hospital's failure to adequately invest in a modern medical information system could result

in fewer patient referrals, cost inefficiencies, lower than expected reimbursement, increased malpractice risk and possible regulatory infractions. Additionally, we believe that the industry will continue to increase its utilization of third party services that contribute to the achievement of these and other objectives necessary for success in the current environment. We believe these dynamics should allow for future revenue growth for both our information technology solutions and our complementary suite of services.

COVID-19 Pandemic

The healthcare industry continues to deal with the lingering effects of the COVID-19 pandemic, including financial disruptions and critical labor shortages. Looking beyond 2023, we believe there will be continued pressure on hospital staffing, creating greater demand for automation and machine learning to allow staff to focus on patient care. Payors are experiencing staffing issues, similar to hospitals, which is causing delays in authorizations, denials and extended processing times for appeals. As a result of these issues and pressures, we expect ongoing and continued growth in demand for our RCM and related services.

The pandemic has also heightened patient interest and demand for digital engagement. While purchasing demand for digital patient engagement solutions in the United States has not yet fully materialized, we believe healthcare leaders will embrace the digital acceleration, identifying new channels to connect with patients and strengthen the patient experience over the next few years. Our digital front door technology helps create efficiencies and patient engagement that lead to greater patient connections and improved care. We also expect to see continued health care policy legislation focused on patients, like pricing transparency and the No Surprises Act, which is intended to address unexpected gaps in insurance coverage that result in “surprise medical bills” when patients unknowingly obtain medical services (such as emergency services) from out-of-network providers.

Strategy

Our primary objectives are to increase the market share of our RCM solutions and services, maintain a strong retention rate within our EHR client base while pursuing competitive and vulnerable EHR replacement opportunities, and further establish our position as a leading provider of patient engagement solutions. The acquisition of Viewgol, whose operations are almost entirely focused on the ambulatory setting, creates additional market expansion opportunities, and diversifies our RCM business. These objectives are all in support of our corporate strategy, centered around the following components:

Core Growth

Our core growth initiatives include cross-selling RCM solutions and services into our existing sizeable EHR client base and expanding our RCM market share with sales to new community hospitals and larger health systems.

Over the course of our more than 45-year history, we have developed a significant customer base of community hospitals. This customer base is our most valuable asset, providing not only the critical mass necessary to scale our development, client support and service resources to meet the evolving needs of our customers, but also serving as fertile ground for our cross-selling efforts for additional value-added solutions and services. Chief among our cross-sell opportunities is RCM, where we utilize our industry-leading RCM services and solutions to improve the financial health of our EHR clients by improving cash flow metrics in the face of the myriad cost and reimbursement challenges facing healthcare organizations. Our operational expertise and technology tools provide proven results in improving claim acceptance rates, accelerating payments from third party payors, and increasing private pay collections.

Margin Optimization

These efforts support the core growth efforts as we routinely seek, find and execute on initiatives that modernize our business, increasing our efficiency and resulting in cost savings, and thereby allowing us to reinvest in additional growth opportunities and enabling better positioning on pricing elasticity.

Chief among our margin optimization initiatives are parallel workstreams dedicated to (1) standardizing and streamlining existing workflows by leveraging automation to improve both the accuracy and efficiency of our services, and (2) systematically leveraging offshore resources to mitigate the high costs and disruption risks associated with single-source talent markets. Talent availability has proven to be a significant challenge for our mostly-domestic customer base, and our nationwide reach does little to mitigate this nationwide dilemma. With talent scarcity a real risk and prospects for growth that require significant scale, the successful execution of our growth prospects requires both broadening our talent pool beyond the domestic market and ensuring talent resources are put to their highest and best use.

Digital Innovation

In addition to our core growth and margin optimization initiatives is a focus on identifying new innovation and larger adjacency opportunities, driven by demand for patient engagement, industry insights, reporting and analytics technology.

As today's patients and providers have a more collaborative approach to healthcare, our patient engagement offerings provide a secure ecosystem that supports home care, clinicians, and the patients they serve by providing tools and analytics to provide a complete view of patients' health and improve health outcomes. In addition to supporting improved care, our patient engagement platform provides financial benefits to providers and hospital systems through increased revenue opportunities and digital transformation of workflows to fill staffing gaps. This platform gives healthcare providers the insights and tools they need to provide efficient, cost-effective care as they collaborate with today's growing population of engaged patients.

Underpinning each of the three components to our strategy is a capital allocation strategy designed to afford the flexibility necessary to be adaptive and opportunistic with future investment decisions. Such flexibility is necessary if we are to continue to bring timely products and services to a rapidly changing healthcare landscape. We serve the needs of multiple stakeholder groups as customers benefit from the related products and services, our employees benefit from expanded opportunities for development, and our stockholders benefit from the increasing diversity in revenue sources.

Our Products and Services

RCM

We offer RCM services which can be grouped into the following categories:

- Revenue Cycle Management Products. Our RCM solutions empower providers and caregivers in hospitals, healthcare systems, clinics and skilled nursing organizations to accelerate their revenue cycle through a suite of comprehensive, web-based solutions designed to improve financial operations and staff productivity and increase reimbursement. Our RCM products include the following offerings:
    - Patient Liability Estimates. Improve patient satisfaction, maximize point-of-service collections, and equip staff with the ability to provide transparent pricing with the Patient Liability Estimate module.
    - Eligibility Verification. Reduce claim denials and carrier rejections by performing on-demand eligibility look-ups, assuring the care provided is covered.
    - Claim Scrubbing and Submission. A powerful claim management solution for submitting, validating, and processing a healthcare facility’s claims with ease and with a high quality of edits.
    - Remittance Management. Remittance advice can be effortlessly gathered and managed with the Electronic Remittance Advice Retrieval and Remittance Management modules, simplifying workflow and involvement.
    - Denial/Audit Management. Equips healthcare facilities with the tools necessary to combat denied and audited claims, assisting organizations in recovering lost revenue.
    - Contract Management. Allows healthcare facilities to take control over complex healthcare contracts by prospectively pricing every claim submitted to payers, retrospectively pricing every remittance to ensure proper payment was received, and modeling proposed contract terms during payer negotiations.
- Revenue Cycle Management Services. Our RCM services span a healthcare enterprise’s revenue cycle and provide clients with a strong alternative to in-house operations. These services leverage our deep service and technology experience and are designed to allow clients to streamline their administrative staffing while improving operational efficiencies. Our RCM services include the following service offerings: Accounts Receivable Management, Private Pay Service, Medical Coding, Revenue Cycle Consulting, and other additional Insurance and Patient Billing Services.

- Consulting and Business Management Services. Our consulting and business management services are designed to help healthcare organizations by assessing their needs, setting goals, and creating an action plan to achieve those goals, and, if needed, implementing the action plan. Many of our professional consultants have decades of experience and all are skilled in adopting new technologies, redesigning processes, educating staff, and providing interim or on-going management services. Our consulting and business management services include the following service offerings: Consulting, Business Intelligence, Staffing, and Administrative.

- Managed IT Services. Our managed IT services provide a range of services designed to meet the IT needs of community healthcare enterprises. The pace of technological change can be overwhelming. Our services allow clients to affordably maintain an advanced IT infrastructure, meet regulatory requirements, and reduce risk. Our managed IT services include the following service offerings: Cloud Services, Backup and Recovery, Collaboration and Connectivity, Security Services, Systems Management, and Help Desk.

- Encoder Solutions. Our encoder technology and services support the hospital, consulting and payer markets. Our encoder solution is known for its knowledge-based coding methodology, which presents coding guidance and references at the point of coding, helping to improve coding accuracy and productivity.

EHR

Acute Care Software Systems

We offer healthcare IT solutions designed to cater to the specific needs of community hospital organizations under the software solution platform TruBridge EHR.

TruBridge EHR

Within TruBridge EHR, we offer a full array of software applications using one fully integrated system designed to streamline the flow of information to the primary functional areas of community hospitals. We intend to continue to enhance our existing software applications and develop new applications as required by evolving industry standards and the changing needs of our clients. Pursuant to our client support agreements, we provide our clients with software enhancements and upgrades periodically on a when-and-if-available basis. See "Acute Care Support and Maintenance Services." These enhancements enable each client, regardless of its original installation date, to have the benefit of our most advanced products available. Our software applications within TruBridge EHR

- provide automated processes that improve clinical workflow and support clinical decision-making;

- allow healthcare providers to efficiently input and easily access the most current patient medical data in order to improve quality of care and patient safety;

- integrate clinical, financial and patient information to promote efficient use of time and resources, while eliminating dependence on paper medical records;

- provide tools that permit healthcare organizations to analyze past performance, model new plans for the future and measure and monitor the effectiveness of those plans;

- provide for rapid and cost-effective implementation, whether through the installation of an in-house system or through our Software as a Service ("SaaS") services; and

- increase the flow of information by replacing centralized data over which there is limited control with broad-based, secure access by clinical and administrative personnel to data relevant to their functional areas.

Our software applications within Trubridge EHR are grouped for support purposes according to the following general functional categories described below:

- Patient Management. Our patient management software enables a hospital to identify a patient at any point in the healthcare delivery system and to collect and maintain patient information throughout the entire process of patient care on an enterprise-wide basis. The TruBridge EHR single database structure permits authorized hospital personnel to simultaneously access appropriate portions of a patient's record from any point on the system. Our patient management software applications include: *Registration, Patient Accounting, Health Information Management, Patient Index, Enterprise Wide Scheduling, Contract Management,* and *Quality Improvement.*

- Financial Accounting. Our financial accounting software provides a variety of business office applications designed to efficiently track and coordinate information needed for managerial decision-making. Our financial accounting software applications include: *Executive Information System, General Ledger, Accounts Payable, Payroll/Personnel, Time and Attendance, Electronic Direct Deposits, Human Resources, Budgeting, Fixed Assets,* and *Materials Management.*

- Clinical. Our clinical software automates record keeping and reporting for many clinical functions including laboratory, radiology, physical therapy, respiratory care and pharmacy. These products eliminate tedious paperwork, calculations and written documentation while allowing for easy retrieval of patient data and statistics. Our clinical software applications include: *Laboratory Information Systems, Laboratory Instrument Interfaces, Radiology Information Systems, ImageLink Picture Archiving and Communication System (PACS), Physical Therapy and Respiratory Care,* and *Pharmacy.*

- Patient Care. Our patient care applications allow hospitals to create computerized "patient files" in place of the traditional paper file systems. This software enables physicians, nurses and other hospital staff to improve the quality of patient care through increased access to patient information, assistance with projected care requirements and feedback regarding patient needs. Our software also addresses current safety initiatives in the healthcare industry such as the transition from written prescriptions and physician orders to computerized physician order entry. Our patient care software applications include: *Order Entry/Results Reporting, Point-of-Care System, Patient Acuity, ChartLink®, Computerized Physician Order Entry (CPOE), Medication Verification, Resident Assessment Instruments, Thrive Provider EHR, Outreach Client Access, Electronic Forms, Physician Documentation,* and *Emergency Department System.*

- Enterprise Applications. We provide software applications that support the products described above and are useful to all areas of the hospital. These applications include: ad hoc reporting, automatic batch and real-time system backups, an integrated fax system, archival data repository, document scanning and Microsoft Office integration, and an Application Portal.

Centriq

Centriq is a web-based acute-care EHR platform. We are discontinuing support and services of the Centriq platform as of December 31, 2024. A large number of clients that used Centriq have already migrated to the TruBridge EHR platform.

Acute Care Support and Maintenance Services

After EHR installation, we provide software application support, hardware maintenance, continuing education and related services pursuant to a support agreement using our collaborative support model. The following describes services provided to customers using the TruBridge EHR:

- Total System Support. We believe the quality of continuing customer support is one of the most critical considerations in the selection of an information system provider. We provide hardware, technical and software support for all aspects of our system, which gives us the flexibility to take the necessary course of action to resolve any issue. Unlike our competitors who use third-party services for hardware and software support, we provide a single, convenient and efficient resource for all of our customers' system support needs. In order to minimize the impact of a system problem, we train our customer service personnel to be technically proficient, courteous and prompt. Because a properly functioning information system is crucial to a hospital's operations, our support teams are available 24 hours per day to assist customers with any problem that may arise. Customers can also use the Internet to directly access our support system.

- National Client Conference. All of our customers have the opportunity to attend our annual National Client Conference. TruBridge hosts this conference to provide educational sessions, product demonstrations, and one-on-one time with application experts. The conference also allows important time for networking among customers and TruBridge staff across all business platforms. The in-person conference was held in Orlando, Florida from April 30 to May 3, 2023. The 2024 in-person conference will be held during April in Las Vegas, Nevada.

- Continuing Education. Effective learning tools are a key factor in successful EHR adoption and allowing clients to get the most out of a software investment. Therefore, ongoing learning and training is a cornerstone to our "total solution" and a key competitive differentiator. Our ongoing learning and training offerings also address some of the unique needs of community hospitals - limited resources and staff with cross-department

responsibilities and budget and time constraints - all of which require a customized approach to learning and training. To meet these needs, we offer customers online content that can be accessed at any time, scheduled online interactive classroom presentations, on-campus training at our facilities, educational sessions during user group conferences, and scheduled regional training sessions.

- Software Releases. We are committed to providing our customers with software and technology solutions that will continue to meet their information system needs. To accomplish this purpose, we continually work to enhance and improve our application programs. As part of this effort, for each customer covered under our general support agreement, we provide software updates as they become available at no additional cost. We design these enhancements to be seamlessly integrated into each customer's existing system. The benefit of these enhancements is that each customer, regardless of its original installation date, uses the most advanced software available. Through this process, we can keep our customers up-to-date with the latest operational innovations in the healthcare industry as well as with changing governmental regulatory requirements. Another benefit of this "one system" concept is that our customer service teams can be more effective in responding to customer needs because they maintain a complete understanding of and familiarity with the one system that all customers use.

Purchasing a new information technology system requires the expenditure of a substantial amount of capital and other resources, and many customers are concerned that these systems will become obsolete as technology changes. Our periodic product updates eliminate our customers' concerns about system obsolescence. We believe providing this benefit is a strong incentive for potential customers to select our products over the products of our competitors.

- Hardware Replacement. As part of our general support agreements, we are also committed to promptly replacing malfunctioning system hardware in order to minimize the effect of operational interruptions. By offering replacements of all hardware used in our system, we believe we are better able to meet and address all of the information technology needs of our customers.

- Cloud Electronic Health Record (Cloud EHR). We offer Cloud EHR services to customers via remote access telecommunications. Cloud EHR is a SaaS configuration and is a monthly subscription to access and use application software maintained by TruBridge in a cloud environment. Under this configuration, a customer is able to obtain access to an advanced EHR without a significant initial capital outlay. We store and maintain all Cloud EHR customers' critical patient and administrative data. These customers access this information remotely through direct telecommunications connections.

- Forms and Supplies. In addition to our support services, we offer our customers the standard and customized forms that they need for their patient and financial records, as well as the supplies necessary to support the operation of their server and peripheral equipment. Furnishing these forms and supplies helps us to achieve our objective of being a one-source solution for a hospital's complete healthcare information system requirements.

- Public Cloud Infrastructure – In 2021, we formed a strategic partnership with Microsoft for Azure cloud hosting and infrastructure services, with the end-goal of migrating all existing internal and client data to Azure's public cloud and utilizing the related infrastructure solutions to enhance both internal and client-facing processes and services. The eventual migration to Azure, which began during 2022 and continued through 2023, will benefit customers by removing the burden of maintaining their own on-premise infrastructure while the underlying applications will operate with higher availability and stability, reducing unexpected downtime. This modernized infrastructure will open the door to future innovations and data access as well.

Post-acute Care Software Systems, Support and Maintenance Services

The Company entered into the post-acute care market with the acquisition of American HealthTech, Inc. ("AHT") in January 2016. Our comprehensive, long-term care management solutions in 2023 included care management and financial and enterprise management, backed by ongoing training and support to ensure that clients can maximize their software investment. Our post-acute care EHR business line was comprised solely of AHT and was disposed of in January 2024.

Patient Engagement

Our patient engagement offering is a comprehensive digital front door platform that both improves outcomes and promotes patient engagement through the following tools:

- InstantPHR. Our interactive portal is designed to serve all patient populations and health organizations' needs. Ideal for chronic disease management, maintaining wellness goals, and meeting federal mandates, this solution is flexible enough to grow and change as industry trends dictate. InstantPHR can be integrated into nearly any existing EHR system to improve care and outcomes for individuals and professionals alike.

- CHBase™. This powerful tool funnels data from multiple sources into one platform. Patients have the ability to contribute data from their favorite apps and home health devices and combine it with clinical data from providers. This combined data can then be pulled into patient-oriented health applications or population health management and customer analytics. This process makes data comprehensive and relevant, thus maximizing its value to the entire care circle. Additionally, innovators have the capability to create, develop and connect other systems and applications through the CHBase APIs.

For additional details on our products, service, and support offerings, visit www.trubridge.com.

For the results of operations by segment, refer to Note 18 of the consolidated financial statements included herein.

Software Development

The healthcare information technology industry is characterized by rapid technological change requiring us to continually make investments to update, enhance and improve our products and services. Software development costs are accounted for in accordance with ASC 350-40, *Internal-Use Softwar*e. Under ASC 350-40, software development costs related to preliminary project activities and post-implementation and maintenance activities are expensed as incurred. We capitalize direct costs related to application development activities that are probable to result in additional functionality. Capitalized costs are amortized on a straight-line basis over five years. We test for impairment whenever events or changes in circumstances that could impact recoverability occur.

Total product development expenses included in our consolidated results of operations were approximately $37.2 million, $31.9 million and $32.8 million during the years ended December 31, 2023, 2022 and 2021, respectively. We capitalized software development costs of approximately $23.1 million, $19.1 million and $9.4 million during the years ended December 31, 2023, 2022 and 2021, respectively.

See Note 5 to the consolidated financial statements included herein for additional information on software development costs.

Product Strategy

We have built an enterprise-wide center of excellence for both our product and technology strategy. This organization utilizes market research and interviews with clients, patients and healthcare subject matter experts, as well as extensive data surrounding our solutions to ensure our technology is meeting our client’s needs.

Accessibility, scalability and usability serve as our critical product pillars, with recent investments in modern user experiences and improved workflows designed to address all three. For example:

- Through data normalization efforts and the creation of both a unified clinical interoperability solution with our TruBridge Unify product technology and a modern data lakehouse solution for financial insights through TruBridge Analytics, we have accelerated the pace of innovation, allowing our customers to recognize this value.

- By deploying solutions such as robotic process automation, we continuously strive to optimize user workflows for our clinical and financial solutions, increasing efficiencies and delivering modern user experiences.

- By investing in new patient engagement and communication solutions, we have improved staff, provider and patient interactions and increased patient participation in their healthcare experience.

System Implementation and Training

Conversion Services. When a client purchases or leases one of our systems, we convert their existing data to the new system. Our knowledge of hospital data processing, in conjunction with extensive in-house technical expertise, allows us to accomplish

this task in a cost effective manner. When we install a new system, the data conversion has already occurred so that the system is immediately operational. Our goal is for each client to be productive on day one in order to eliminate time and money wasted on the costly and inefficient task of maintaining the same data on parallel systems. Our services also relieve the hospital staff of the time-consuming burden of data conversion. The conversion process is the initial phase of our long-term partnership and overall client experience.

Training. In order to integrate the new system and to ensure its success, we spend approximately sixteen weeks providing individualized training remotely and on-site at the go-live. We provide hardware and software application training for all hospital users, including staff members and healthcare providers, during all hospital shifts. We employ nurses, medical technicians, and providers along with our technical training staff in order to help us communicate more effectively with our clients during the training process. This training phase is also part of the overall client experience that is provided to all of our clients.

Clients, Sales and Marketing

Target Markets

The target market for our RCM product and services extends beyond hospitals of less than 100 beds, where we have historically focused our EHR efforts. We are acutely focused on our vision of selling our RCM solution to both our existing customer base, as well as to hospitals of 400 beds or under in the United States. There are approximately 4,600 of these hospitals with fewer than 400 beds.

Our strategy to grow our RCM business is centered around leveraging our established sales relationships within our substantial EHR customer base in order to cross sell RCM services. In addition, we target hospitals that use competitor EHRs and upmarket larger hospitals and health systems that manage their RCM operations in-house. The hospitals are under increasing financial pressure caused by fluctuating patient volumes, increasing self-pay accounts, and the lingering impact of the COVID-19 pandemic.

A core initiative to our growth plan is to maintain a strong retention rate across our EHR base and pursue conservative growth of new EHR clients, as they are critical to driving cross-sales of our RCM solutions. We target hospitals under 100 beds in the United States that we believe are currently using a vendor that we have determined is vulnerable based on a variety of factors. Our goal in the ambulatory market is to aggressively target physician practices in those communities where the local hospital is a current TruBridge client.

The target market for our acute care EHR systems consists of community hospitals with fewer than 200 acute care beds, with a primary focus on hospitals with fewer than 100 acute care beds. In the United States, there are approximately 3,800 community hospitals with fewer than 200 acute care beds, with approximately 2,900 having fewer than 100 acute care beds. In addition, we market our products to small specialty hospitals in the United States that focus on discrete medical areas such as behavioral health, surgery, rehabilitation and long-term acute care. Approximately 98% of our existing acute care clients are hospitals with fewer than 100 acute care beds.

Our patient engagement efforts continue to focus on growing the number of registered patient users with existing clients in the international market while also initiating penetration of the domestic market. We target hospitals in the U.S. that use competitor EHRs, including upmarket larger hospitals and health systems that support multiple EHRs and data sources around affiliated providers and practices. The target market for our domestic launch is acute care EHR systems of community hospitals that are part of a hospital system. In the United States, there are approximately 3,400 community hospitals that fall into this category. The target market for our engagement solution also includes government healthcare and health information exchanges focused on leveraging technology to drive efficient care delivery in addition to citizen portal initiatives.

The following table presents our revenues generated from clients located within the U.S. ("Domestic") and all foreign countries, in total ("International").

	Year ended December 31,		
(In thousands)	2023	2022	2021
Sales revenues:			
Domestic	$ 333,048	$ 320,443	$ 274,521
International[(1)]	6,387	6,205	6,108
	$ 339,435	$ 326,648	$ 280,629

[(1)] International sales revenues are related to the Caribbean nation of St. Maarten, the islands of Turks and Caicos, the British Overseas Territory of Anguilla, Canada, England, Australia, the United Arab Emirates and the Netherlands.

Sales Staff

We have dedicated sales organizations in all three business units: RCM, EHR, and patient engagement. Many of our sales personnel are hired from within the Company and have previous experience in client support roles. We believe this experience positions them to more effectively sell our products and services within our target markets. We have also added some talent from outside the Company, creating a depth of experience we believe will enhance the effectiveness of the teams. Our sales organizations are generally divided into four areas: sales management, new client sales, existing client sales and sales support staff. New client sales staff are typically organized based on geographic territories. Our sales representatives who sell to existing clients have assigned clients within their territory, which is also geographically based. Some sales representatives in our services areas are assigned specifically to cross-sell services into our acute care EHR client base. A significant portion of the compensation for all sales personnel is commission based except for administrative support staff.

Marketing Strategy

Our marketing strategy positions TruBridge as a healthcare solutions company that supports providers in their efforts to deliver the best care possible for their communities. Through a suite of innovation products, collaborative services and tools, we help clients eliminate the financial and operational obstacles holding them back and lay the foundation for lasting success. We are a healthcare solutions company and we clear the way for care.

With regard to our RCM solutions, we will continue to leverage our proven track record of success in accounts receivable management and private pay collections for community healthcare providers. With the increasing complexity of reimbursement requirements and a global shift in healthcare towards an increase in patient financial responsibility, the ability of our services business to bring expertise and best practice operational efficiencies to bear is a significant competitive advantage. In consulting services, the added complexity brought about by the transition to the ICD-10 code set, a standard transaction code set for diagnostic purposes under HIPAA, has created a significant demand for our coding services. Our strategy is to cross sell our RCM solutions into our loyal EHR customer base as we prioritize strengthening our client relationships. At the same time, we target the 400 bed and less hospital market outside of our EHR client network, which hospitals have a need to improve revenue cycles and address staffing issues.

Our EHR software and services address providers across the care continuum, with a primary focus on the community healthcare market. Our ability to connect patients to care providers within their community and across communities through our own products and interoperability development, including our membership in the CommonWell Health Alliance, sets us apart from other competitors in our market. Our goal is to position ourselves as partners to community healthcare providers as they move to a more proactive care model based on the use of data analytics and patient engagement tools.

Our strategy to grow our patient engagement business is centered around leveraging our established customer relationships within our substantial partner ecosystem for continued sales around licensing and professional services. In addition, we target hospitals that use competitor EHRs, including upmarket larger hospitals and health systems that support multiple EHRs and data sources around affiliated providers and practices. A core initiative to our growth plan is to maintain a strong retention rate of this client base and pursue rapid growth of new clients domestically.

Backlog

Backlog consists of revenues we reasonably expect to recognize over the next twelve months under existing contracts. The revenues to be recognized may relate to a combination of one-time fees for system sales and recurring fees for support and maintenance and RCM services. As of December 31, 2023, we had a twelve-month backlog of approximately $9 million in

connection with non-recurring system purchases and approximately $328 million in connection with recurring payments under support and maintenance and RCM services. As of December 31, 2022, we had a twelve-month backlog of approximately $6 million in connection with non-recurring system purchases and approximately $322 million in connection with recurring payments under support and maintenance and RCM services.

Competition

The market for our products and services is competitive, and we expect additional competition from established and emerging companies in the future. Our market is characterized by rapidly changing technology, global shifts in the healthcare system, evolving user needs and impactful regulatory and reimbursement changes. We believe the principal competitive factors that hospitals, clinics and post-acute care providers consider when choosing between us and our competitors are:

- perceived level of product and system security;
- product features, functionality and performance;
- range of services offered;
- level of client service and satisfaction;
- ease of integration and speed of implementation;
- product price;
- cost of services offered;
- results of services engagements;
- knowledge of the healthcare industry;
- training provided;
- sales and marketing efforts; and
- company reputation.

We believe that we compete favorably with our competitors on these factors. Our principal competitors for RCM solutions include RelayHealth Corp, SSI Group, LLC, Quadax Inc., Change Healthcare Holdings, Inc., Availity, LLC, Waystar Technologies, Inc., and Navicure, Inc. Our principal competitors in the business management, consulting and managed IT services market are Resolution Health, Inc., The Outsource Group Inc., Patient Focus, Inc., Xtend Healthcare Inc., Ensemble Health Partners, and nThrive, Inc. These companies all focus on providing services to the healthcare market, and the services they offer are comparable in scope to the competing services we offer. Secondary competitors in the RCM space include ARx LLC, Citadel Outsource Group LLC, Patient Matters, LLC, KIWI-TEK, LLC, and Aviacode Inc. The primary competitors for our encoder solutions include 3M, Nuance and Optum.

Our principal competitors in the acute care EHR market are Oracle Cerner Corporation, Medical Information Technology, Inc. ("Meditech"), and MEDHOST, Inc. These companies compete with us directly in our target market of small and midsize hospitals. They offer comparable products and systems that address the needs of hospitals in the markets we serve. Our secondary competitors in the acute care EHR market include N. Harris Computer Corporation and Epic Systems Corporation. These companies are significantly larger than we are, and they typically sell their products and services to larger hospitals outside of our target market. However, they will sometimes compete with us directly or, more commonly, when a larger health system who uses a system from one of these companies will offer it to a smaller hospital as part of a merger or alliance.

We also face competition from providers of practice management systems, general decision support and database systems and other segment-specific applications. Any of these companies as well as other technology or healthcare companies could decide at any time to specifically target hospitals within our target market.

Our principal competitors in the patient engagement market include Relay Health, Get Well Network/Healthloop, Apollo Care Connect, Bridge Patient Portal, eClinicalWorks Patient Portal, Influence Health, and InteliChart.

Health Information Security and Privacy Practices

Health Insurance Portability and Accountability Act (“HIPAA”) is a federal law governing the use, disclosure, transmission and storage of certain individually identifiable health information, referred to as "protected health information," and that was enacted for the purpose of, among other things, protecting the privacy and security of protected health information. As directed by HIPAA, the Department of Health and Human Services (the "DHHS") has promulgated standards and rules for certain electronic health transactions, code sets, data security, unique identification numbers and privacy of protected health information. HIPAA and the standards promulgated by DHHS apply to certain health plans, healthcare clearinghouses and healthcare providers (referred to as "covered entities"), which includes our hospital and post-acute care clients. The Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and its implementing regulations published in January 2013 significantly expand HIPAA by extending privacy and security standards to "business associates" of healthcare providers that are covered entities. Under the HITECH Act, business associates are required to establish administrative, physical and technical safeguards and are subject to direct penalties for violations. Certain of our services frequently require us to act as a healthcare clearinghouse and/or a business associate to the hospitals and post-acute care clients that we serve. As a result, we are covered by the patient privacy and security standards of HIPAA and subject to oversight by DHHS. We believe that we have taken all necessary steps to comply with HIPAA, as it applies to us as a business associate, but it is important to note that DHHS could, at any time in the future, adopt new rules or modify existing rules in a manner that could require us to change our systems or operations.

Protecting individually identifiable health information and other sensitive data is a critical and essential function of TruBridge’s operations and its software solutions. A variety of industry-standard approaches that meet or exceed regulatory requirements such as HIPAA and HITECH are employed. In order to avoid unauthorized access for the life span of this data, diverse methods of identification, authentication, authorization and encryption are utilized at various points throughout the operating system, application software and hardware. These methods and processes are shared amongst servers and other end-user devices and are complemented by change management processes and tools, which allow the software change control cycle to be a formal, defined process.

In addition to HIPAA, many states have enacted patient confidentiality laws that protect against the unauthorized disclosure of confidential medical information, with many others adopting or considering further legislation in this area, including privacy safeguards, security standards, and data security breach notification requirements. Such state laws, if more stringent than HIPAA requirements, are not preempted by the federal requirements, and we must comply with them even though they may be subject to different interpretations by various courts and other governmental authorities. For example, the California Confidentiality of Medical Information Act has several standards that go beyond those set forth under HIPAA and its regulations.

The collection, use, storage, disclosure, transfer, or other processing of any personal data regarding individuals in the European Union, including personal health data, is subject to the European Union’s General Data Protection Directive (“GDPR”), which became effective in May 2018. The GDPR is wide-ranging in scope and imposes numerous requirements on companies that process personal data, including requirements relating to processing health and other sensitive data, obtaining consent of the individuals to whom the personal data relates, providing information to individuals regarding data processing activities, implementing safeguards to protect the security and confidentiality of personal data, providing notification of data breaches, and taking certain measures when engaging third-party processors. The GDPR also imposes strict rules on the transfer of personal data to countries outside the European Union, including the United States, and permits data protection authorities to impose large penalties for violations of the GDPR, including potential fines of up to €20 million or 4% of annual global revenues, whichever is greater. The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies, and obtain compensation for damages resulting from violations of the GDPR.

Intellectual Property

We regard some aspects of our internal operations, software and documentation as proprietary, and rely primarily on a combination of contract and trade secret laws to protect our proprietary information. We believe, because of the rapid pace of technological change in the computer software industry, trade secret and copyright protection is less significant than factors such as the knowledge, ability and experience of our employees, frequent software product enhancements and the timeliness and quality of our support services. The source code for our proprietary software is protected as a trade secret. We enter into confidentiality or license agreements with our vendors, consultants and clients, and control access to and distribution of our software, documentation and other proprietary information. We cannot guarantee that these protections will be adequate or that our competitors will not independently develop technologies that are substantially equivalent or superior to our technology.

The Company endeavors to protect its intellectual property rights and maintain certain trademarks, trade names, service marks and other intellectual property rights, including Clear the Way for Care, TruBridge, MyCareCorner, and others. Trademark and service mark registrations must generally be renewed every five to ten years and we renew the registration of trademarks that we deem to have continuing value to our business.

We do not believe our software products or other TruBridge proprietary rights infringe on the property rights of third parties. However, we cannot guarantee that third parties will not assert infringement claims against us with respect to current or future software products or that any such assertion may not require us to enter into royalty arrangements or result in costly litigation.

Human Capital

As of December 31, 2023, we had 3,219 employees. Most of our employees are remote, with the remaining employees located at our offices in Alabama, Mississippi, Pennsylvania, Washington, and Minnesota. None of our employees are covered by a collective bargaining agreement or are represented by a labor union with respect to his or her employment with us. We have not experienced any work stoppages and we consider our relations with our employees to be good.

We seek to attract, develop, and retain top talent in order to deliver a one-of-a-kind service experience while fully leveraging the strengths of our workforce to exceed customer expectations and meet our growth objectives. By improving the employee experience, we also improve the ability to support our customers and protect the long-term interests of our stockholders. To that end, we strive to foster an engaged, purpose-driven culture where employees have an opportunity to achieve professional success.

Diversity, Equity and Inclusion

We are committed to creating a welcoming and inclusive environment, where everyone is inspired to be the best they can be and feels empowered to openly express opinions and ideas that help drive innovation, progress, and excellence. We eagerly promote our relentless commitment to creating an inclusive and respectful culture across our family of companies. We are steadfast in our responsibility to embrace the diversity of all people and demonstrate our values – collaborative, dependable, proactive, empathetic and agile - with an unwavering focus on those essential to the Company achieving sustainable and meaningful growth. We have a long-standing commitment to equal employment opportunity ("EEO"), as evidenced by the Company's EEO policy.

As part of our commitment the Company launched our Inclusion, Diversity, Equity Alliance ("Team IDEA") in 2020, an employee-led council with executive sponsorship that is focused on strengthening company-wide engagement on diversity, equity and inclusion, providing learning opportunities for our employees, and helping to identify areas for improvement and monitor progress against these initiatives. The mission of the Team IDEA Diversity Council is to promote and champion diversity, inclusion, equity, and global understanding throughout TruBridge to enable employee engagement and strong business performance. The council members do this by sharing their diverse perspectives and advising management to help shape and implement TruBridge's DEI strategy. We are steadfast in our responsibility to embrace the diversity of all people and demonstrate our values – embracing the fun, daring to explore, getting after greatness, doing the right thing, and putting people first – with an unwavering focus on those essential to TruBridge achieving sustainable and meaningful growth.

Now, more than ever, we are committed to listening with open hearts and leading with empathy — toward each other, toward our customers and toward our healthcare communities. We continue to invite our leaders, board, clients, and community leaders, along with our chief people officer, to advise us along this journey.

Compensation and Benefits

We compensate employees with competitive wages and benefit and wellness programs designed to meet employee needs. Our compensation program is designed to recognize our employees' contributions to service excellence and business results. We use a combination of fixed and variable pay including base salary, bonus, commissions and merit increases which vary across the Company. In addition, as part of our incentive plan for executives and certain employees, we provide stock-based compensation to attract, retain and motivate our key leaders. For further information concerning our equity incentive plans, see Note 9, Stock-based Compensation and Equity.

As the success of our employees is fundamentally connected to the well-being of our people, our benefit and wellness programs focus on four key pillars: physical, emotional, financial, and social well-being. We offer a wide array of benefits including comprehensive health and welfare insurances that reflect a 74% participation rate. Included is a 401(k) plan with employer-match, generous time-off, company paid short term disability, basic life insurance, parental leave policy that pays 6 weeks to those adding to their family, identity theft insurance, and financial planning support. We provide emotional well-being services

through our medical carrier, Neuro580, and associated Employee Assistance Program. Our financial education tools offer employees resources to reach their personal financial goals. In addition, our newly added Pay it Forward (ETO donation) program has gathered donations from 179 employees totaling over 6,000 hours of donated time. This program has helped 86 employees by granting them time off during personal or family medical crises.

We continue to partner with our employees, including our people leaders to understand how we can better support their health and wellness while allowing them to be their true and authentic selves at work every day.

Development

Our goal is to promote the growth of our people through the provision of opportunities to cultivate talent, measurement of performance in their current role, and identification of candidates for new roles within the Company. In 2023 we did this through (1) a focus on developing our leaders, (2) increasing our people's access to quality content, and (3) improving the overall experience we provide to our learners. Accelerate 2.0 pushed the first 105 People Leaders through a customized Leadership Development program guiding them on how to lead themselves, the business, and the Company. We upgraded our content library to enable our employees access to over 30,000 new modules from over 150 publishers across a variety of core themes. Through automation and governance revisions we increased the accuracy of our learning data and reduced barriers between our people and the opportunities they seek.

To gauge an individual's ability to impact growth, we began installation of a performance architecture that better ties individual financial reward to the individual's contribution towards our present and future success as a Company. This includes setting goals throughout the year, allowing people to evaluate progress against those goals, and gaining feedback from our people leaders. Inherent in the execution of this process is an aim to recognize differentiation in individual performance levels and incentivize accordingly. The balance of perspective on short and long-term performance paired with individualized compensation is intended to promote sustained evolution and retention of our talent base.

Employee Recruitment

Our key talent philosophy is to develop talent from within and supplement with external hires. This approach has yielded a deep understanding of our business, vision, products, services and clients among our employee base, while adding new employees and ideas in support of our continuous improvement mindset. We continue to focus on working in a predominantly remote environment, which supports our efforts to expand our internal talent and welcome employees from diverse backgrounds and geographies, creating deeper team collaboration and a more engaging client experience. Our recruitment team uses internal and external resources to recruit diverse, highly skilled and talented workers, and we encourage employee referrals for open positions. The acquisition of Viewgol will bring a global perspective to hiring in 2024. Expanding our global footprint will assist in diversifying our talent sources to scale our people practices.

Communication and Engagement

Given the geographic diversity of our workforce, we use multiple modalities in our communication efforts. Our email and the employee hotline have been bolstered by weekly all-employee communications. Additionally, leaders participate in monthly business updates that facilitate awareness of current business initiatives, progress and results. These meetings encourage cross-functional collaboration and help ensure that our teams are not working in silos. These efforts have supported our ability to deliver a more consistent message across all our constituencies and thereby improve employee engagement.

Material Government Regulations

Our business operations are subject to various federal, state and international laws, and our products and services are governed by a number of rules and regulations. For example, we are affected by the following regulations:

- As discussed above, the HIPAA security and privacy standards affect our claims transmission services, since those services must be structured and provided in a way that supports our clients' HIPAA compliance obligations, and GDPR is applicable to certain of our activities conducted from an establishment in the EU and our operations that are targeting clients and activities within the EU.

- The United States Food and Drug Administration (the "FDA") has determined that certain of our solutions, such as our ImageLink® and Blood Administration ® products, are medical devices that are actively regulated under the Federal Food, Drug and Cosmetic Act, as amended.

- The use of our solutions by physicians for electronic prescribing and electronic routing of prescriptions via the Surescripts network to pharmacies is governed by federal and state laws. States have differing regulations that govern the electronic transmission of certain prescriptions and prescription requirements.

- The federal Anti-Kickback Statute ("AKS") (See 42 U.S.C. § 1320a-7b) is a criminal statute that prohibits the exchange (or offer to exchange), of anything of value, in an effort to induce (or reward) the referral of business reimbursable by federal health care programs. The CMS has stated that kickbacks have led to overutilization and increased costs of healthcare services, corruption of medical decision making, steering patients away from valid services or therapies and unfair, non-competitive service delivery. Certain of our products and services may be reimbursed by federal healthcare programs such that referrals of business for such products and services may implicate, or have the appearance of implicating, the AKS. Examples of prohibited kickbacks include receiving financial incentives such as discounts or gifts for referrals. Possible penalties for violating the AKS include fines of up to $25,000 per violation, up to five years in jail, and exclusion from Medicare and Medicaid care program business.

Although there is no assurance that existing or future government laws, rules and other regulations applicable to our operations, products or services will not have a material adverse effect on our capital expenditures, results of operations and competitive position, we do not currently anticipate materially increased expenditures in response to government regulations or future material impacts to our results or competitiveness. These regulations and related risks are described in more detail below under "Risk Factors" beginning on page 22 of this Annual Report.

Executive Officers

Set forth below is a list of the current executive officers of TruBridge and a brief explanation of each individual's principal employment during the last five years.

Christopher L. Fowler – President and Chief Executive Officer. Christopher L. Fowler, age 48, was appointed as our President and Chief Executive Officer, and a member of the Board of Directors on July 1, 2022. Mr. Fowler began his career with TruBridge in May 2000 as a Software Support Representative and later as a manager of Financial Software Services. From August 2004 until March 2008, Mr. Fowler served as Assistant Director and Director of Business Management Services. Mr. Fowler served as TruBridge's Vice President – Business Management Services from March 2008 until the formation of TruBridge in January 2018, after which time he served as its President. He then served as Chief Operating Officer of the Company from November 2015 through June 2022.

David A. Dye – Chief Operating Officer. David A. Dye, age 54, was appointed as our Chief Operating Officer on October 10, 2022. Mr. Dye previously served as our Chief Growth Officer since November 2015 and Chief Financial Officer, Secretary and Treasurer from June 2010 until November 2015. Mr. Dye served as our President and Chief Executive Officer from July 1999 to May 2006. He was first elected as a director in March 2002 and served as our Chairman of the Board from May 2006 until April 2019. Mr. Dye began his career with TruBridge in May 1990 as a Financial Software Support Representative and served in various capacities until July 1999. Mr. Dye served as a director of Bulow Biotech Prosthetics, LLC, a company headquartered in Nashville, Tennessee that operates prosthetic clinics in the Southeastern United States, from July 2006 until October 2018.

Vinay Bassi – Chief Financial Officer, Secretary and Treasurer. Vinay Bassi, age 53, was appointed as our Chief Financial Officer, Secretary and Treasurer in January 1, 2024. Prior to joining TruBridge, Mr. Bassi served as Chief Financial Officer for the Audience Measurement division at Nielsen Holdings plc and held various finance and corporate development positions in that company since 2016. Prior to joining Nielsen in 2016, Mr. Bassi worked in corporate development at Avaya Inc. from 2004 to 2016. He began his career as an Auditor at PricewaterhouseCoopers LLP and spent time at Standard and Poor's and Citigroup.

Dawn M. Severance - Chief Sales Officer. Dawn M. Severance, age 54, was appointed as our Chief Sales Officer in November 2022 after serving as Senior Vice President of Sales for TruBridge since January 2021. Ms. Severance joined TruBridge as part of the Healthland acquisition in 2016 where she served as Vice President of Sales. Ms. Severance served as Regional Vice President of Sales for TruBridge from 2016 to May 2019 and as Vice President of Sales for TruBridge from May 2019 to January 2021.

Kevin Plessner - General Counsel. Kevin Plessner, age 41, was appointed as our General Counsel in January 2022. Mr. Plessner joined TruBridge as part of the Get Real Health acquisition in 2019. He served as General Counsel at Get Real Health from 2013 until the 2019 acquisition, at which point he became Corporate Counsel at TruBridge.

Wes D. Cronkite - Chief Technology and Innovation Officer. Wes D. Cronkite, age 41, was appointed as our Chief Innovation Officer in May 2021 and then was appointed Chief Technology and Innovation Officer in November 2022. Prior to joining TruBridge, Mr. Cronkite served as Senior Vice President of Innovation at BrightSpring Health from August 2018 until April 2021. He also held various healthcare technology leadership roles at nThrive (formerly MedAssets) from March 2010 through August 2019, including Senior Vice President of Internal Analytics, Vice President of Strategic Initiatives, and Vice President of System Strategy and Operations.

Company Web Site

The Company maintains a web site at http://www.trubridge.com. The Company makes available on its web site, free of charge, its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all amendments to those reports, as soon as it is reasonably practicable after such material is electronically filed with the Securities and Exchange Commission. The Company is not including the information contained on or available through its web site as a part of, or incorporating such information into, this Annual Report on Form 10-K.

ITEM 1A. RISK FACTORS

These are not the only risks and uncertainties that we face. Our business, financial condition, operating results, and stock price can be materially and adversely affected by a number of factors, whether currently known or unknown, including, but not limited to, those described below. Any one or more of such factors could directly or indirectly cause our actual financial condition and operating results to vary materially from our past or anticipated future financial condition or operating results.

RISKS RELATED TO OUR INDUSTRY

There are a limited number of hospitals in our target market. Saturation or consolidation in the healthcare industry could result in the loss of existing clients, a reduction in our potential client base and downward pressure on the prices of our products and services.

The limited number of hospitals with fewer than 200 acute care beds in our general target market for our acute care product and service offerings has resulted in an ever narrowing market for new system installations and add-on sales which could materially and adversely impact our business, financial condition and operating results.

Our primary objectives are to increase the market share of our RCM services, aggressively pursue competitive and vulnerable EHR replacement opportunities, and differentiate our products and services on a client experience basis that enables us to sell a broader set of services into a loyal base of clients that are our advocates. Although we have formulated strategic responses for capitalizing on each of the identified opportunities, there is no guarantee that such responses will ultimately prove successful. Additionally, to the extent that these opportunities fail to develop or develop more slowly than expected, our business, financial condition and operating results could be materially and adversely impacted.

Furthermore, many healthcare providers have consolidated to create larger healthcare delivery enterprises with greater market power. If this consolidation continues, we could lose existing clients and could experience a decrease in the number of potential purchasers of our products and services. The loss of existing and potential clients due to industry consolidation could cause our revenue growth rate to decline.

Economic, market and other factors may cause a decline in spending for information technology and services by our current and prospective clients which may result in less demand for our products, lower prices and, consequently, lower revenues and a lower revenue growth rate.

The purchase of our information system involves a significant financial commitment by our clients. At the same time, the healthcare industry faces significant financial pressures that could adversely affect overall spending on healthcare information technology and services. To the extent spending for healthcare information technology and services declines or increases slower than we anticipate, demand for our products and services, as well as the prices we charge, could be adversely affected. Accordingly, we cannot assure you that we will be able to increase or maintain our revenues or our revenue growth rate.

There is significant uncertainty in the healthcare industry, both as a result of recently enacted legislation and changing government regulation, which may have a material adverse impact on the businesses of our hospital clients and ultimately on our business, financial condition and results of operations.

The healthcare industry is subject to changing political, economic and regulatory influences that may affect the procurement processes and operation of healthcare facilities, including our hospital clients. During the past decade, the healthcare industry has been subject to increased legislation and regulation of, among other things, reimbursement rates, payment programs, information technology programs and certain capital expenditures (collectively, the "Health Reform Laws").

The Health Reform Laws contain various provisions which impact us and our clients. Some of these provisions have a positive impact, by expanding the use of electronic health records in certain federal programs, for example, while others, such as reductions in reimbursement for certain types of providers, have a negative impact due to fewer available resources. The continued increase in fraud and abuse penalties is expected to adversely affect participants in the healthcare sector, including us.

Among other things, the Health Reform Laws provide for the expansion of Medicaid eligibility, mandate material changes to the delivery of healthcare services and reduce the reimbursement paid for such services in order to generate savings in the Medicare program. The Health Reform Laws also modify certain payment systems to encourage more cost-effective, quality-based care and a reduction of inefficiencies and waste, including through various tools to address fraud and abuse.

The Health Reform Laws will continue to affect hospitals differently depending upon the populations they serve and their payor mix. Our target market of community hospitals typically serve higher uninsured populations than larger urban hospitals and rely

more heavily on Medicare and Medicaid for reimbursement. It remains to be seen whether the increase in the insured population for community hospitals will be sufficient to offset actual and proposed additional cuts in Medicare and Medicaid reimbursements contained in the Health Reform Laws.

The Health Reform Laws are leading to significant changes in the healthcare system, but the full impact of the legislation and of further statutory and regulatory actions to reform healthcare on our business is unknown. As a result, there can be no assurances that the legislation will not adversely impact either our operational results or the manner in which we operate our business. We believe some healthcare industry participants have reduced their investments or postponed investment decisions, including investments in our solutions and services.

Cost-containment measures instituted by healthcare providers as a result of regulatory reform or otherwise could result in a reduced allocation of capital funds. Such a reduction could have an adverse effect on our ability to sell our systems and related services. Although the Biden administration promises to prioritize public health by fortifying and expanding implementation of such laws and legislation, we cannot predict what effect, if any, such additional proposals or healthcare reforms might have on our business, financial condition and results of operations.

As existing regulations mature and become better defined, we anticipate that these regulations will continue to directly affect certain of our products and services, but we cannot fully predict the effect at this time. We have taken steps to modify our products, services and internal practices as necessary to facilitate our compliance with the regulations, but there can be no assurance that we will be able to do so in a timely or complete manner. Achieving compliance with these regulations could be costly and distract management’s attention and divert other company resources, and any noncompliance by us could result in civil and criminal penalties.

The healthcare industry is heavily regulated at the local, state and federal levels. Our failure to comply with regulatory requirements could create liability for us, result in adverse publicity and negatively affect our business.

The healthcare industry is heavily regulated and is constantly evolving due to the changing political, legislative and regulatory landscapes. In some instances, the impact of these regulations on our business is direct to the extent that we are subject to these laws and regulations ourselves. However, these regulations also impact our business indirectly as, in a number of circumstances, our solutions, devices and services must be capable of being used by our clients in a way that complies with those laws and regulations, even though we may not be directly regulated by the specific healthcare laws and regulations. There is a significant number of wide-ranging regulations, including regulations in the areas of healthcare fraud, e-prescribing, claims processing and transmission, medical devices, the security and privacy of patient data, the ARRA meaningful use program, patient access rights and interoperability standards, that may be directly or indirectly applicable to our operations and relationships or the business practices of our clients. Specific areas that are subject to increased regulation include, but are not limited to, the following:

Healthcare Fraud. Federal and state governments continue to enhance regulation of and increase their scrutiny over practices potentially involving healthcare fraud, waste and abuse by healthcare providers whose services are reimbursed by Medicare, Medicaid and other government healthcare programs. Our healthcare provider clients are subject to laws and regulations regarding fraud and abuse that, among other things, prohibit the direct or indirect payment or receipt of any remuneration for patient referrals, or arranging for or recommending referrals or other business paid for in whole or in part by these federal or state healthcare programs. Federal enforcement personnel have substantial funding, powers and remedies to pursue suspected or perceived fraud and abuse. The effect of this government regulation on our clients is difficult to predict. Many of the regulations applicable to our clients and that may be applicable to us, including those relating to marketing incentives offered in connection with medical device sales may be interpreted or applied by a prosecutorial, regulatory or judicial authority in a manner that could broaden their applicability to us or require our clients to make changes in their operations or the way in which they deal with us. If such laws and regulations are determined to be applicable to us and if we fail to comply with any applicable laws and regulations, we could be subject to civil and criminal penalties, sanctions or other liabilities, including exclusion from government healthcare programs, which could have a material adverse effect on our business, results of operations and financial condition. Even an unsuccessful challenge by a regulatory or prosecutorial authority of our activities could result in adverse publicity, could require a costly response from us and could adversely affect our business, results of operations and financial condition.

E-Prescribing. The use of our solutions by physicians for electronic prescribing and electronic routing of prescriptions via the Surescripts network to pharmacies is governed by federal and state laws. States have differing regulations that govern the electronic transmission of certain prescriptions and prescription requirements. Standards adopted by the National Council for Prescription Drug Programs and regulations adopted by the CMS related to "EPrescribing and the Prescription Drug Program" set forth implementation standards for the transmission of electronic prescriptions. These standards are detailed and broad, and

cover not only routing transactions between prescribers and pharmacies, but also electronic eligibility, formulary and benefits inquiries. In general, regulations in this area can be burdensome and evolve regularly, meaning that any potential benefits to our clients from utilizing such solutions and services may be superseded by a newly-promulgated regulation that adversely affects our business model. Our efforts to provide solutions that enable our clients to comply with these regulations could be time consuming and expensive.

Claims Processing and Transmission. Our system electronically transmits medical claims by physicians to patients' payors for immediate approval and reimbursement. In addition, we offer business management services that include the manual and electronic processing and submission of medical claims by healthcare providers to patients' payors for approval and reimbursement. Federal and state laws provide that it is a violation for any person to submit, or cause to be submitted, a claim to any payor, including, without limitation, Medicare, Medicaid and all private health plans and managed care plans, seeking payment for any service or product that overbills or bills for items that have not been provided to the patient. We have in place policies and procedures that we believe assure that all claims that are transmitted by our system and through our services are accurate and complete, provided that the information given to us by our clients is also accurate and complete. If, however, we do not follow those procedures and policies, or they are not sufficient to prevent inaccurate claims from being submitted, we could be subject to substantial liability including, but not limited to, civil and criminal liability. Additionally, any such failure of our billing and collection services to comply with these laws and regulations could adversely affect demand for our services and could force us to expend significant capital, research and development, and other resources to address the failure.

Where we are permitted to do so, we calculate charges for our billing and collection services based on a percentage of the collections that our clients receive as a result of our services. To the extent that violations or liability for violations of these laws and regulations require intent, it may be alleged that this percentage calculation provides us or our employees with incentive to commit or overlook fraud or abuse in connection with submission and payment of reimbursement claims. CMS has stated that it is concerned that percentage-based billing services may encourage billing companies to commit or to overlook fraudulent or abusive practices.

A portion of our business involves billing Medicare claims on behalf of our clients. In an effort to combat fraudulent Medicare claims, the federal government offers rewards for reporting of Medicare fraud which could encourage others to subject us to a charge of fraudulent claims, including charges that are ultimately proved to be without merit.

As discussed below, the HIPAA security and privacy standards also affect our claims transmission services, since those services must be structured and provided in a way that supports our clients' HIPAA compliance obligations.

Regulation of Medical Devices. The United States FDA has determined that certain of our solutions, such as our ImageLink® and Blood Administration® products, are medical devices that are actively regulated under the Federal Food, Drug and Cosmetic Act, as amended. If other of our solutions are deemed to be actively regulated medical devices by the FDA, we could be subject to extensive requirements governing pre- and post-marketing activities including registration of the applicable manufacturing facility and software and hardware products, application of detailed record-keeping and manufacturing standards, application of the medical device excise tax, and FDA approval or clearance prior to marketing. Complying with these medical device regulations is time consuming and expensive, and our marketing and other sales activities could be subject to unanticipated and significant delays. Further, it is possible that the FDA may become more active in regulating software and medical devices that are used in the healthcare industry. If we are unable to obtain the required regulatory approvals for any such software or medical devices, our short- to long-term business plans for these solutions or medical devices could be delayed or canceled and we could face FDA refusal to grant pre-market clearance or approval of products; withdrawal of existing clearances and approvals; fines, injunctions or civil penalties; recalls or product corrections; production suspensions; and criminal prosecution. FDA regulation of our products could increase our operating costs, delay or prevent the marketing of new or existing products, and adversely affect our revenue growth.

Security and Privacy of Patient Information. Federal, state and local laws regulate the privacy and security of patient records and the circumstances under which those records may be released. These regulations govern both the disclosure and use of confidential patient medical record information and require the users of such information to implement specified security and privacy measures. United States regulations currently in place governing electronic health data transmissions continue to evolve and are often unclear and difficult to apply.

In the United States, HIPAA regulations require national standards for some types of electronic health information transactions and the data elements used in those transactions, security standards to ensure the integrity and confidentiality of health information, and standards to protect the privacy of individually identifiable health information. Covered entities under HIPAA, which include healthcare organizations such as our clients, and our claims processing, transmission and submission services, are required to comply with the privacy standards, transaction regulations and security regulations. Moreover, HITECH and

associated regulatory requirements extend many of the HIPAA obligations, formerly imposed only upon covered entities, to business associates as well. As a business associate of our clients who are covered entities, we are in most instances already contractually required to ensure compliance with the HIPAA regulations as they pertain to the handling of covered client data. However, the extension of these HIPAA obligations to business associates by law has created a direct liability risk related to the privacy and security of individually identifiable health information.

Evolving HIPAA and HITECH-related laws or regulations could restrict the ability of our clients to obtain, use or disseminate patient information. This could adversely affect demand for our solutions and devices if they are not re-designed in a timely manner in order to meet the requirements of any new interpretations or regulations that seek to protect the privacy and security of patient data or enable our clients to execute new or modified healthcare transactions. We may need to expend additional capital and software development and other resources to modify our solutions to address these evolving data security and privacy issues. Furthermore, our failure to maintain the confidentiality of sensitive personal information in accordance with the applicable regulatory requirements could damage our reputation and expose us to claims, fines and penalties.

Federal and state statutes and regulations have granted broad enforcement powers to regulatory agencies to investigate and enforce compliance with these privacy and security laws and regulations. Federal and state enforcement personnel have substantial funding, powers and remedies to pursue suspected or perceived violations. If we fail to comply with any applicable laws or regulations, we could be subject to civil penalties, sanctions or other liability. Enforcement investigations, even if meritless, could have a negative impact on our reputation, cause us to lose existing clients or limit our ability to attract new clients.

ARRA Meaningful Use Program. The ARRA initially required "meaningful use of certified electronic health record technology" by healthcare providers by 2015 in order to receive limited incentive payments and to avoid related reduced reimbursement rates for Medicare claims. Related standards and specifications are subject to interpretation by the entities designated to certify such technology. While a combination of our solutions has been certified as meeting stage one, stage two, and stage three standards for certified electronic health record technology, the regulatory standards to achieve certification will continue to evolve over time. We may incur increased development costs and delays in delivering solutions if we need to upgrade our software or healthcare devices to be in compliance with these varying and evolving standards. In addition, further delays in interpreting these standards may result in postponement or cancellation of our clients' decisions to purchase our software solutions. If our software solutions are not compliant with these evolving standards, our market position and sales could be impaired and we may have to invest significantly in changes to our software solutions.

Interoperability Standards. Our clients are concerned with and often require that our software and systems be interoperable with other third party healthcare information technology systems. Market forces or governmental or regulatory authorities could create software interoperability standards that would apply to our software and systems, and if our software and systems are not consistent with those standards, we could be forced to incur substantial additional development costs. For example, the HITECH Act contains interoperability standards that healthcare providers are required to adhere to in order to receive stimulus funds from the federal government under the ARRA. Compliance with these and related standards is becoming a competitive requirement and, although a combination of our solutions has been certified as meeting all such required interoperability standards to date, maintaining such compliance with these varying and evolving rules may result in increased development costs and delays in upgrading our client software and systems. To the extent these rules are narrowly construed, subsequently changed or supplemented, or that we are delayed in achieving certification under these evolving rules for applicable products, our clients may postpone or cancel their decisions to purchase or implement our software and systems.

As it relates specifically to interoperability, we are a member of CommonWell Health Alliance ("CommonWell"), a not-for-profit trade association comprised of healthcare information technology vendors devoted to the notion that patient data should be safely, securely and immediately available to patients and healthcare providers to support better care delivery, regardless of where that care occurs. CommonWell is committed to fostering standards that make this possible, and to having healthcare information technology companies embed these capabilities natively and cost effectively into their EHR systems. Despite our membership in CommonWell, there is no guarantee that we will successfully manage the interoperability of our software and systems with third-party health IT providers.

Patient Access Rights. In March 2020, the Office of National Coordinator for Health Information Technology ("ONC") of the U.S. Department of Health and Human Services ("HHS") released the "21st Century Cures Act: Interoperablity, Information Blocking, and the ONC Health IT Certification Program, Final Rule." The rule implements several of the key interoperability provisions included in the 21st Century Cures Act. Specifically, it calls on developers of certified EHRs and health IT products to adopt standardized APIs, which will help allow individuals to securely and easily access structured and unstructured EHI formats using smartphones and other mobile devices. This provision and others included in the final rule create a potentially lengthy list of certification and maintenance of certification requirements that developers of EHRs and other health IT products

have to meet in order to maintain approved federal government certification status. Meeting and maintaining this certification status could require additional development costs.

The ONC rule also implements the information blocking provisions of the 21st Century Cures Act, including identifying reasonable and necessary activities that do not constitute information blocking. Under the 21st Century Cures Act, the HHS has the regulatory authority to investigate and assess civil monetary penalties of up to $1,000,000 against health IT developers and/or providers found to be guilty of "information blocking." This new oversight and authority to investigate claims of information blocking creates significant risks for us and our clients and could potentially create substantial new compliance costs. The
HHS may impose penalties for information blocking that has occurred after September 1, 2023, and the ONC and the HHS proposed a rule on November 1, 2023 listing certain disincentives for actors that conduct information blocking.

Standards for Submission of Healthcare Claims. CMS requires all providers, payors, clearinghouses and billing services to utilize patient codes for reporting medical diagnosis and inpatient procedures, referred to as ICD-10 codes when submitting claims for payment. ICD-10 codes affect medical diagnosis and inpatient procedure coding for everyone covered by HIPAA, not just those who submit Medicare or Medicaid claims. Claims for services must use ICD-10 codes for medical diagnosis and inpatient procedures or they will not be paid. While we have successfully implemented the use of ICD-10 codes within our products and services since their initial mandate in 2015, the possibility exists for similar future mandates by CMS. If our products and services do not accommodate CMS mandates at any future date, clients may cease to use those products and services that are not compliant and may choose alternative vendors and products that are compliant. This could adversely impact future revenues.

RISKS RELATED TO OUR BUSINESS

Our strategy to transition to a subscription-based recurring revenue model and continued modernization of our technology may adversely affect our near-term revenue growth and results of operations.

As we transition more of our offerings to leverage cloud technologies, we may incur disruption and be less competitive as we transition existing clients to new product offerings, which could impact revenue and profitability. We believe we must continue to dedicate a significant amount of resources to our research and development efforts to maintain our competitive position, and oftentimes, successful investments require several years before generating significant revenue. We expect our ongoing shift from a software license model to a subscription-based services revenue model to create a recurring revenue stream that is more predictable. The transition, however, creates changes related to the timing of revenue recognition compared to historical patterns. We also incur certain expenses associated with the infrastructures of our cloud-based offerings in advance of our ability to recognize the revenues associated with these offerings, which may adversely affect our near-term reported revenues, results of operations, and cash flows. A decline in renewals of recurring revenue offerings in any period may not be immediately reflected in our results for that period but may result in a decline in our revenue and results of operations in future periods.

Competition with companies that have greater financial, technical and marketing resources than we have could result in a loss of clients and/or a lowering of prices for our products, causing a decrease in our revenues and/or market share.

Our principal competitors in the business management, consulting and managed IT services market are Resolution Health, Inc., The Outsource Group Inc., Patient Focus, Inc., Xtend Healthcare Inc., Ensemble Health Partners, and nThrive, Inc. All of these companies provide one or more of the services we offer, with their primary focus being on providing business management services to the healthcare market. The services they offer are comparable in scope to the competing services we offer. Secondary competitors include ARx LLC, Citadel Outsource Group LLC, Patient Matters, LLC, KIWI-TEK, LLC, and Aviacode Inc. Our principal competitors for RCM solutions include RelayHealth Corp, SSI Group, LLC, Quadax Inc., Change Healthcare Holdings, Inc., Availity, LLC, and Navicure, Inc. TruCode's primary competitors include 3M, Nuance and Optum.

Our principal competitors in the acute EHR market are Cerner Corporation, Medical Information Technology, Inc. ("Meditech"), and MEDHOST, Inc. These companies compete with us directly in our target market of small and midsize hospitals. They offer products and systems that are comparable to our solutions and address the needs of hospitals in the markets we serve.

Our secondary competitors in the acute care EHR market include N. Harris Computer Corporation and Epic Systems Corporation. These companies are significantly larger than we are, and they typically sell their products and services to larger hospitals outside of our target market. However, they will sometimes compete with us directly or, more commonly, a larger health system who uses a system provided by one of these competitors will offer it to a smaller hospital as part of a merger or alliance.

We also face competition from providers of practice management systems, general decision support and database systems, and other segment-specific applications. Any of these companies, as well as other technology or healthcare companies could decide at any time to specifically target hospitals within our target market.

Our principal competitors in the patient engagement market include Relay Health, Get Well Network/Healthloop, Apollo Care Connect, Bridge Patient Portal, eClinicalWorks Patient Portal, Influence Health, and InteliChart.

A number of existing and potential competitors are more established than we are and have greater name recognition and financial, technical and marketing resources. Products of our competitors may have better performance, lower prices and broader market acceptance than our products. We expect increased competition that could cause us to lose clients, lower our prices to remain competitive and, consequently, experience lower revenues, revenue growth and profit margins.

We recently completed the acquisitions of TruCode, HRG and Viewgol, and we may engage in future acquisitions. Such strategic acquisitions may be expensive, time consuming, and subject to other inherent risks which may jeopardize our ability to realize anticipated benefits.

We may acquire additional businesses, technologies and products if we determine that these additional businesses, technologies and products are likely to serve our strategic goals. Acquisitions have inherent risks, which may have a material adverse effect on our business, financial condition, operating results or prospects, including, but not limited to the following:

- significant acquisition and integration costs;
- failure to achieve projected synergies and performance targets;
- potentially dilutive issuances of our securities, the incurrence of debt and contingent liabilities and amortization expenses related to intangible assets with indefinite useful lives, which could adversely affect our results of operations and financial condition;
- using cash as acquisition currency may adversely affect interest or investment income, which may in turn adversely affect our earnings and/or earnings per share;
- difficulty in fully or effectively integrating the acquired technologies, software products, services, business practices or personnel, which would prevent us from realizing the intended benefits of the acquisition;
- failure to maintain uniform standard controls, policies and procedures across acquired businesses;
- difficulty in predicting and responding to issues related to product transition such as development, distribution and client support;
- the possible adverse effect of such acquisitions on existing relationships with third party partners and suppliers of technologies and services;
- the possibility that staff or clients of the acquired companies might not accept new ownership and may transition to different technologies or attempt to renegotiate contract terms or relationships, including maintenance or support agreements;
- the assumption of known and unknown liabilities;
- the possibility that the due diligence process in any such acquisition may not completely identify material issues associated with product quality, product architecture, product development, intellectual property issues, key personnel issues or legal and financial contingencies, including any deficiencies in internal controls and procedures and the costs associated with remedying such deficiencies;
- difficulty in entering geographic and/or business markets in which we have no or limited prior experience;
- diversion of management’s attention from other business concerns; and
- the possibility that acquired assets become impaired, requiring us to take a charge to earnings which could be significant.

A failure to successfully integrate acquired businesses or technology in a timely manner could, for any of these reasons, have an adverse effect on our financial condition and results of operations. As a result, we may not be able to realize the expected

benefits that we seek to achieve from the acquisitions, which could also affect our ability to service our debt obligations. In addition, we may be required to spend additional time or money on integration that otherwise would be spent on the development and expansion of our business.

If we are unable to attract and retain qualified personnel, our business and operating results will suffer.

Our client service and support is a key component of our business. Most of our hospital clients have small information technology staffs, and they depend on us to service and support their systems. Future difficulty in attracting, training and retaining capable client service and support personnel could cause a decrease in the overall quality of our client service and support. That decrease would have a negative effect on client satisfaction which could cause us to lose existing clients and could have an adverse effect on our new client sales. The loss of clients due to inadequate client service and support would negatively impact our ability to continue to grow our business.

We periodically have restructured our sales force, which can be disruptive.

We continue to rely heavily on our direct sales force. Periodically, we have restructured or made other adjustments to our sales force in response to factors such as product changes, geographical coverage and other internal considerations. Change in the structures of the sales force and sales force management can result in temporary lack of focus and reduced productivity that may affect revenues in one or more quarters. Future restructuring of our sales force could occur, and if so we may again experience the adverse transition issues associated with such restructuring.

The markets for our RCM service offering may develop more slowly than we expect.

Our success depends, in part, on the willingness of healthcare organizations to implement integrated solutions for the areas in which we provide services. Some organizations may be reluctant or unwilling to implement our solutions for a number of reasons, including failure to perceive the need for improved revenue cycle operations, lack of knowledge about the potential benefits our solutions provide, concerns over the cost of using an external solution, or as a result of investments or planned investments in internally developed solutions, choosing to continue to rely on their own internal resources.

If we are unable to manage our growth in the new markets we may enter, our business and financial results could suffer.

Our future financial results will depend in part on our ability to profitably manage our business in new markets that we may enter. We are engaging in the strategic identification of, and competition for, growth and expansion opportunities in new markets or offerings. In order to successfully execute on these future initiatives, we will need to, among other things, manage changing business conditions and develop expertise in areas outside of our business's traditional core competencies. Difficulties in managing future growth in new markets could have a significant negative impact on our business, financial condition and results of operations.

We are currently in the process of implementing a new enterprise resource planning ("ERP") software solution. If we do not effectively implement this project, or any future associated updates, our operations could be significantly disrupted.

We are in the process of implementing of a new ERP software solution. This project requires us to migrate and reconfigure all of our current system processes, transactions, data and controls to a new cloud-based platform and is expected to have a significant impact on our business processes, sales pipeline management, customer relationship management, financial reporting, information systems and internal controls. This implementation process is expected to require significant change management, meaningful investment in capital and personnel resources and coordination of software and system providers and internal business teams. We may experience difficulties as we manage these changes and transition to this new ERP solution, including loss or corruption of data, delayed sales, delayed financial reporting, decreases in productivity as our personnel implement and become familiar with the new systems and processes, unanticipated expenses (including increased costs of implementation and costs of conducting business) and lost revenue. Once implemented, this cloud-based ERP solution will be eligible for periodic updates from the vendor. Although we will conduct design validations and user testing, these updates may cause delays in transacting our business due to system challenges, limitations in functionality, inadequate change management or process deficiencies in the production and use of the system. Difficulties in implementing this new ERP solution or the related quarterly updates could disrupt our operations, divert management's attention from key strategic initiatives and have an adverse effect on our results of operations, financial condition and cash flows.

Our international business activities and processes expose us to numerous and often conflicting laws, regulations, policies, standards or other requirements, and to risks that could harm our business, financial condition and results of operations.

Our subsidiary, Get Real Health, sells patient engagement technology to hospital systems and government agencies in Canada, Australia, England, the United Arab Emirates and the Netherlands, directly and through resellers, and we have had limited sales of EHR software to government agencies in Canada and the Caribbean. Our subsidiary, Viewgol, provides RCM analytics and complementary outsourcing services in India. Our business in these countries is subject to numerous risks inherent in international business operations. Among others, these risks include:

- data protection and privacy regulations regarding access by government authorities to customer, partner, or employee data;
- data residency requirements (the requirement to store certain data only in and, in some cases, also to access such data only from within a certain jurisdiction);
- conflict and overlap among tax regimes;
- possible tax constraints impeding business operations in certain countries;
- expenses associated with the localization of our products and compliance with local regulatory requirements;
- discriminatory or conflicting fiscal policies;
- operational difficulties in countries with a high corruption perception index;
- difficulties enforcing intellectual property and contractual rights in certain jurisdictions;
- country-specific software certification requirements;
- the difficulty of managing and staffing our international operations and the increased travel, infrastructure and legal compliance costs associated with multiple international locations;
- differing labor and employment regulations, especially where foreign labor laws are more advantageous to employees as compared to the U.S.;
- compliance with various industry standards; and
- market volatilities or workforce restrictions due to changing laws and regulations resulting from political decisions (e.g. Brexit, government elections).

As we expand into new countries and markets, these risks could intensify. The application of the respective local laws and regulations to our business is sometimes unclear, subject to change over time, and often conflicting among jurisdictions. Additionally, these laws and government approaches to enforcement are continuing to change and evolve, just as our products and services continually evolve. Compliance with these varying laws and regulations could involve significant costs or require changes in products or business practices. Non-compliance could result in the imposition of penalties or cessation of orders due to alleged non-compliant activity. We do not believe we have engaged in any activities sanctionable under these laws and regulations, but governmental authorities could use considerable discretion in applying these statutes and any imposition of sanctions against us could be material. One or more of these factors could have an adverse effect on our operations globally or in one or more countries or regions, which could have an adverse effect on our business, financial condition and results of operations.

We face the risks and uncertainties that are associated with investigations and litigation against us, which may adversely impact our marketing, distract management and have a negative impact upon our business, results of operations and financial condition.

We face the risks associated with litigation concerning the operation of our business. For example, companies in our industry, including many of our competitors, have been subject to litigation based on allegations of patent infringement or other violations of intellectual property rights. In particular, patent holding companies often engage in litigation to seek to monetize patents that they have obtained. As the number of competitors, patents and patent holding companies in our industry increases, the functionality of our products and services expands, and we enter into new geographies and markets, the number of intellectual property rights-related actions against us is likely to continue to increase. The uncertainty associated with substantial unresolved litigation may have an adverse effect on our business. In particular, such litigation could impair our relationships with existing clients and our ability to obtain new clients. Defending such litigation may result in a diversion of management's time and attention away from business operations, which could have an adverse effect on our business, results of operations and financial condition. Such litigation may also have the effect of discouraging potential acquirers from bidding for us or reducing the consideration such acquirers would otherwise be willing to pay in connection with an acquisition.

There can be no assurance that such litigation will not result in liability in excess of our insurance coverage, that our insurance will cover such claims or that appropriate insurance will continue to be available to us in the future at commercially reasonable rates.

Investigations may lead to future requests for information and ultimately the assertion of claims or the commencement of legal proceedings against us, which themselves may lead to material fines, penalties or other material liabilities. In addition, our responses to these and any future requests require time and effort, which can result in additional cost to us. Given the highly-regulated nature of our industry, we have been and may, from time to time, be subject to subpoenas, requests for information, or investigations from various government agencies.

Our use of offshore labor resources could expose us to risks that could have a material adverse effect on our operating costs.

Our reliance on an international workforce exposes us to business disruptions caused by the political and economic environment in those regions. Terrorist attacks and acts of violence or war may directly affect our workforce or contribute to general instability. Our global business services operations require us to comply with local laws and regulatory requirements, which are complex and of which we may not always be aware, and expose us to foreign currency exchange rate risk. Our global business services operations may also subject us to trade restrictions, reduced or inadequate protection for intellectual property rights, security breaches, and public health events, including the COVID-19 pandemic and other factors which may adversely affect our business. Negative developments in any of these areas could increase our operating costs or otherwise harm our business. In addition, local laws and customs in countries in which we contract with third-party partners may differ from those in the U.S. For example, it may be a local custom for businesses to engage in practices that are prohibited by our internal policies and procedures or U.S. laws and regulations applicable to us, such as the Foreign Corrupt Practices Act ("FCPA"). The FCPA generally prohibits U.S. companies from giving or offering money, gifts, or anything of value to a foreign official to obtain or retain business and requires businesses to make and keep accurate books and records and a system of internal accounting controls. We cannot guarantee that our employees, contractors, and agents will comply with all of our FCPA compliance policies and procedures. If we or our employees, contractors, or agents fail to comply with the requirements of the FCPA or similar legislation, government authorities in the U.S. and elsewhere could seek to impose civil or criminal fines and penalties which could have a material adverse effect on our business, operating results, and financial condition.

Offshore outsourcing is a politically sensitive topic in the U.S. For example, various organizations and public figures in the United States have expressed concern about a perceived association between offshore outsourcing providers and the loss of jobs in the U.S. Current or prospective customers may elect to perform such RCM services themselves or may be discouraged from transferring these services from onshore to offshore providers to avoid negative perceptions that may be associated with using an offshore provider. Any slowdown or reversal of existing industry trends towards offshore outsourcing, and the resulting need to relocate aspects of our services from our global business services operations to the U.S., where operating costs are higher, would increase the cost of delivering our services.

We utilize artificial intelligence, which could expose us to liability or adversely affect our business, especially if we are unable to compete effectively with others in adopting artificial intelligence.

We utilize artificial intelligence, including generative artificial intelligence, machine learning, and similar tools and technologies that collect, aggregate, analyze, or generate data or other materials or content (collectively, “AI”) in connection with our business. There are significant risks involved in using AI and no assurance can be provided that our use of AI will

enhance our products or services, produce the intended results, or keep pace with our competitors. For example, AI algorithms may be flawed, insufficient, of poor quality, rely upon incorrect or inaccurate data, reflect unwanted forms of bias, or contain other errors or inadequacies, any of which may not be easily detectable; AI has been known to produce false or "hallucinatory" inferences or outputs; our use of AI can present ethical issues and may subject us to new or heightened legal, regulatory, ethical, or other challenges; and inappropriate or controversial data practices by developers and end-users, or other factors adversely affecting public opinion of AI, could impair the acceptance of AI solutions, including those incorporated in our products and services. If the AI tools that we use are deficient, inaccurate, or controversial, we could incur operational inefficiencies, competitive harm, legal liability, brand or reputational harm, or other adverse impacts on our business and financial results. If we do not have sufficient rights to use the data or other material or content on which the AI tools we use rely, we also may incur liability through the violation of applicable laws and regulations, third-party intellectual property, data privacy, or other rights, or contracts to which we are a party.

In addition, AI regulation is rapidly evolving worldwide as legislators and regulators increasingly focus on these powerful emerging technologies. The technologies underlying AI and its uses are subject to a variety of laws and regulations, including intellectual property, data privacy and security, consumer protection, competition, and equal opportunity laws, and are expected to be subject to increased regulation and new laws or new applications of existing laws and regulations. AI is the subject of ongoing review by various U.S. governmental and regulatory agencies, and various U.S. states and other foreign jurisdictions are applying, or are considering applying, their platform moderation, data privacy, and security laws and regulations to AI or are considering general legal frameworks for AI. We may not be able to anticipate how to respond to these rapidly evolving frameworks, and we may need to expend resources to adjust our operations or offerings in certain jurisdictions if the legal frameworks are inconsistent across jurisdictions. Furthermore, because AI technology itself is highly complex and rapidly developing, it is not possible to predict all of the legal, operational, or technological risks that may arise relating to the use of AI.

RISKS RELATED TO OUR PRODUCTS AND SERVICES

Our failure to develop new products or enhance current products in response to market demands could adversely impact our competitive position and require substantial capital resources to correct.

The needs of hospitals in our target market are subject to rapid change due to government regulation, trends in clinical care practices and technological advancements. As a result of these changes, our products may quickly become obsolete or less competitive. New product introductions and enhancements by our competitors that more effectively or timely respond to changing industry needs may weaken our competitive position.

We continually redesign and enhance our products to incorporate new technologies and adapt our products to ever-changing hardware and software platforms. Often we face difficult choices regarding which new technologies to adopt. If we fail to anticipate or respond adequately to technological advancements, or experience significant delays in product development or introduction, our competitive position could be negatively affected. Moreover, our failure to offer products acceptable to our target market could require us to make significant capital investments and incur higher operating costs to redesign our products, which could negatively affect our financial condition and operating results.

Our products assist clinical decision-making and related care by capturing, maintaining and reporting relevant patient data. If our products fail to provide accurate and timely information, our clients could assert claims against us that could result in substantial cost to us, harm our reputation in the industry and cause demand for our products to decline.

We provide products that assist clinical decision-making and related care by capturing, maintaining and reporting relevant patient data. Our products could fail or produce inaccurate results due to a variety of reasons, including unexpected service disruptions, mechanical error, product flaws, faulty installation and/or human error during the initial data conversion. If our products fail to provide accurate and timely information, clients and/or patients could sue us to hold us responsible for losses they incur from these errors. These lawsuits, regardless of merit or outcome, could result in substantial cost to us, divert management's attention from operations and decrease market acceptance of our products. We attempt to limit by contract our liability for damages arising from negligence, errors or mistakes. Despite this precaution, such contract provisions may not be enforceable or may not otherwise protect us from liability for damages. We maintain general liability insurance coverage, including coverage for errors or omissions. However, this coverage may not be sufficient to cover one or more large claims against us or otherwise continue to be available on terms acceptable to us. In addition, the insurer could disclaim coverage as to any future claim.

Breaches of security and viruses in our systems could result in client claims against us and harm to our reputation causing us to incur expenses and/or lose clients.

In the course of our business operations, we compile and transmit confidential information, including patient health information. We have included security features in our systems that are intended to protect the privacy and integrity of this information. Despite the existence of these security features, our system may experience break-ins and similar disruptive problems that could jeopardize the security of information stored in and transmitted through the information technology networks of our clients. In addition, the other systems with which we may interface, such as the Internet and related systems, may be vulnerable to security breaches, viruses, programming errors or similar disruptive problems. Based on the size of our company, the industry in which we operate, and the overall percentage of impacted companies in the same or similar industry, it is probable there will be attempts to breach our security. Healthcare information has become a prime target for attackers based on the value of the information and, therefore, has the potential to increase the risk of us experiencing a cyber attack.

Our systems have experienced various immaterial breaches in the past, including ransomware, denial-of-service, malware, and phishing. Also, our business partners have experienced security breaches, which is disruptive for our customers. While these events have not had an adverse impact on our business or financial condition, security breaches such as these could have a material adverse effect on our financial condition, as, (a) clients could sue us for breaches of security involving our system due to the sensitivity of the medical information we compile and transmit; (b) actual or perceived security breaches in our system could harm the market perception of our products which could cause us to lose existing and prospective clients; and (c) the effect of security breaches and related issues could disrupt our ability to perform certain key business functions and could potentially reduce demand for our products and services. Accordingly, we have expended significant resources toward establishing and enhancing the security of our related infrastructures and we have enhanced our cybersecurity risk management program and disclosure controls and procedures, as discussed under "Business - Our Products and Services." However, no assurance can be given that these efforts will be sufficient to protect against a breach or other cybersecurity incident. Also, maintaining and enhancing our infrastructure security may require us to expend significant capital in the future.

Our networks have been, and likely will continue to be, subject to Distributed Denial of Service ("DDoS") attacks. Recent industry experience has demonstrated that DDoS attacks continue to grow in size and sophistication and have the ability to widely disrupt services. In recent years, the size of DDoS attacks has grown rapidly. While we have adopted mitigation techniques, procedures and strategies to defend against DDoS attacks, there can be no assurance that we will be able to defend against every attack, especially as the attacks increase in size and sophistication. Any attack, even if only partially successful, could disrupt our networks, increase response time, negatively impact our ability to meet our service level obligations, and generally impede our ability to provide reliable service to our customers and the broader internet community.

Recently, there have been reports of disruptions in billing and data systems in healthcare (e.g., the cybersecurity incident affecting Change Healthcare). Such cybersecurity events which materially disrupt the healthcare system upon which our business relies could adversely affect our business if such disruption is widespread and continues for an extended period of time. Cyber incidents could also include the use of AI to launch more automated, targeted and coordinated attacks on targets.

New products that we introduce or enhancements to our existing products may contain undetected errors or problems that could affect client satisfaction and cause a decrease in revenues.

Highly complex software products such as ours sometimes contain undetected errors or failures when first introduced or when updates and new versions are released. Tests of our products may not detect bugs or errors because it is difficult to simulate our clients' wide variety of computing environments. Despite extensive testing, from time to time we have discovered defects or errors in our products. Defects or errors discovered in our products could cause delays in product introductions and shipments and unexpected service disruptions, result in increased costs and diversion of development resources, require design modifications, decrease market acceptance or client satisfaction with our products, cause a loss of revenue, result in legal actions by our clients and cause increased insurance costs.

We may not be successful in convincing customers to migrate to current or future releases of our products, which may lead to reduced services and maintenance revenues and less future business from existing customers.

Our customers may not be willing to incur the costs or invest the resources necessary to complete upgrades to current or future releases of our products. This may lead to our loss of services and maintenance revenues and future business from customers that continue to operate prior versions of our products or choose to no longer use our products.

Failure to maintain our margins and service rates for implementation services could have a material adverse effect on our operating performance and financial condition.

A significant portion of our revenues is derived from implementation services. If we fail to scope our implementation projects correctly, our services margins may suffer. We bill for implementation services predominately on an hourly or daily basis (time and materials) and sometimes under fixed price contracts, and we generally recognize revenue from those services as we perform the work. If we are not able to maintain the current service rates for our time and materials implementation services, without corresponding cost reductions, or if the percentage of fixed price contracts increases and we underestimate the costs of our fixed price contracts, our operating performance may suffer. The rates we charge for our implementation services depend on a number of factors, including the following:

- perceptions of our ability to add value through our implementation services;
- complexity of services performed;
- competition;
- pricing policies of our competitors and of systems integrators;
- the use of globally sourced, lower-cost service delivery capabilities within our industry; and
- economic, political and market conditions.

Services revenues carry lower gross margins than license revenues and an overall increase in services revenues as a percentage of total revenues could have an adverse impact on our business.

Because our service revenues have lower gross margins than do our license revenues, an increase in the percentage of total revenues represented by service revenues could have a detrimental impact on our overall gross margins and could adversely affect operating results.

We may be subject to liability in the event we provide inaccurate claims data to payors.

We offer electronic claims submission services as part of our business management services. While we have implemented certain product features designed to maximize the accuracy and completeness of claims submissions, these features may not be sufficient to prevent inaccurate claims data from being submitted to payors. Should inaccurate claims data be submitted to payors, we may be subject to liability claims.

We may experience liability claims arising out of the licensing of our software and provision of services.

Our agreements normally contain provisions designed to limit our exposure to potential liability claims and generally exclude consequential and other forms of extraordinary damages. However, these provisions could be rendered ineffective, invalid or unenforceable by unfavorable judicial decisions or by federal, state, local or foreign laws or ordinances. For example, we may not be able to avoid or limit liability for disputes relating to product performance or the provision of services. If a claim against us were to be successful, we may be required to incur significant expense and pay substantial damages, including consequential or punitive damages, which could have a material adverse effect on our business, operating results and financial condition. Even if we prevail in contesting such a claim, the accompanying publicity could adversely affect the demand for our products and services.

We also rely on certain technology that we license from third parties, including software that is integrated with our internally developed software. Although these third parties generally indemnify us against claims that their technology infringes on the proprietary rights of others, such indemnification is not always available for all types of intellectual property. Often such third-party indemnifiers are not well capitalized and may not be able to indemnify us in the event that their technology infringes on the proprietary rights of others. As a result, we may face substantial exposure if technology we license from a third party infringes on another party's proprietary rights. Defending such infringement claims, regardless of their validity, could result in significant cost and diversion of resources.

We are dependent on our licenses of rights, products and services from third parties, disruptions of which may cause us to discontinue, delay or reduce product shipments.

We are increasingly dependent upon licenses for some of the technology used in our products as well as other products and services from third-party vendors, and the costs of these licenses have increased in recent years. Most of these arrangements can

be continued/renewed only by mutual consent and may be terminated for any number of reasons. We may not be able to continue using the technology, products or services made available to us under these arrangements on commercially reasonable terms or at all. As a result, we may have to discontinue, delay or reduce product shipments or services provided until we can obtain equivalent technology or services. Most of our third-party licenses are non-exclusive. Our competitors may obtain the right to use any of the business elements covered by these arrangements and use these elements to compete directly with us. In addition, if our vendors choose to discontinue providing their technology, products or services in the future or are unsuccessful in their continued research and development efforts, we may not be able to modify or adapt our own products. The operation of our products would be impaired if errors occur in third party technology or content that we incorporate, and we may incur additional costs to repair or replace the defective technology or content. It may be difficult for us to correct any errors in third party products because the products are not within our control.

Because we believe that proprietary rights are material to our success, misappropriation of these rights could limit our ability to compete effectively and adversely affect our financial condition.

We are heavily dependent on the maintenance and protection of our intellectual property and we rely largely on a combination of confidentiality provisions in our client agreements, employee nondisclosure agreements, trademark and trade secret laws and other measures to protect our intellectual property. Additionally, our software is not patented or copyrighted. Although we attempt to control access to our intellectual property, unauthorized persons may attempt to copy or otherwise use our intellectual property. There can be no assurance that the legal protections and precautions we take will be adequate to prevent misappropriation of our technology or that competitors will not independently develop technologies equivalent or superior to ours. Monitoring unauthorized use of our intellectual property is difficult, and the steps we have taken may not prevent unauthorized use. If our competitors gain access to our intellectual property, our competitive position in the industry could be damaged. An inability to compete effectively could cause us to lose existing and potential clients and experience lower revenues, revenue growth and profit margins. Third parties could obtain patents that may require us to negotiate licenses to conduct our business, and the required licenses may not be available on reasonable terms or at all. We also rely on nondisclosure agreements with certain employees, and we cannot be certain that these agreements will not be breached or that we will have adequate remedies for any breach.

If we are deemed to infringe on the intellectual property rights of third parties, we could incur unanticipated expense and be prevented from providing our products and services if we cannot obtain licenses to these rights on commercially acceptable terms.

We do not believe that our operations or products infringe on the intellectual property rights of others. However, there can be no assurance that others will not assert infringement or trade secret claims against us with respect to our current or future products. Many participants in the technology industry have an increasing number of patents and patent applications and have frequently demonstrated a readiness to take legal action based on allegations of patent and other intellectual property infringement. Further, as the number and functionality of our products increase, we believe we may become increasingly subject to the risk of infringement claims. If infringement claims are brought against us, these assertions could distract management. We may have to spend a significant amount of money and time to defend or settle those claims. In addition, claims against third parties from which we purchase software could adversely affect our ability to access third-party software for our systems.

If we were found to infringe on the intellectual property rights of others, we could be forced to pay significant license fees or damages for infringement. If we were unable to obtain licenses to these rights on commercially acceptable terms, we would be required to discontinue the sale of our products that contain the infringing technology. Our clients would also be required to discontinue the use of those products. We are unable to insure against this risk on an economically feasible basis. Even if we were to prevail in an infringement lawsuit, the accompanying publicity could adversely impact the demand for our products. Under some circumstances, we agree to indemnify our clients for some types of infringement claims that may arise from the use of our products.

Interruptions in our power supply and/or telecommunications capabilities could disrupt our operations, cause us to lose revenues and/or increase our expenses.

We currently have backup generators to be used as alternative sources of power in the event of a loss of power to our facilities. If these generators were to fail during any power outage, we would be temporarily unable to continue operations at our facilities. This would have adverse consequences for our clients who depend on us for system support, business management, and managed IT and professional services. Any such interruption in operations at our facilities could damage our reputation, harm our ability to retain existing clients and obtain new clients, and result in lost revenue and increased insurance and other operating costs.

We also have clients for whom we store and maintain computer servers containing critical patient and administrative data. Those clients access this data remotely through telecommunications lines. If our power generators fail during any power outage or if our telecommunications lines are severed or impaired for any reason, those clients would be unable to access their mission critical data causing an interruption in their operations. In such event our remote access clients and/or their patients could seek to hold us responsible for any losses. We would also potentially lose those clients, and our reputation could be harmed.

RISKS RELATED TO OUR INDEBTEDNESS

Volatility in and disruption to the global capital and credit markets and tightened lending standards may adversely affect our ability to access credit in the future, the cost of any credit obtained in the future, and the financial soundness of our clients and our business.

Domestic and international events have frequently resulted in volatility and disruption to the global capital and credit markets, often adversely affecting the availability, terms and cost of credit. Although we believe that our operating cash flow and financial assets will give us the ability to meet our financing needs for the foreseeable future, there can be no assurance that the volatility and disruption in the global capital and credit markets will not impair our liquidity or increase the costs of any future borrowing.

Our business could also be negatively impacted to the extent that our hospital clients continue to face tight capital and credit markets and other disruptions resulting from the deteriorating macroeconomic conditions or cuts in Medicare and Medicaid funding. Hospitals may modify, delay or cancel plans to purchase our software systems or services. Additionally, if hospitals' operating and financial performance deteriorates, or if they are unable to make scheduled payments or obtain credit, they may not be able to pay, or may delay payment of, accounts receivable owed to us. Any inability of clients to pay us for our products and services may adversely affect our earnings and cash flow.

Tightened lending standards and the absence of third-party credit has resulted in many of our hospital clients seeking financing arrangements from us to purchase our software systems and services. These financing arrangements impact our short-term operating cash flow and cash available. Should the requests for these financing arrangements continue or increase, our business could be negatively impacted by our inability to finance these arrangements. In addition, the absence of credit could negatively impact our existing financing receivables should our clients with financing arrangements be unable to meet their obligations.

Our substantial indebtedness may adversely affect our available cash flow and our ability to operate our business, remain in compliance with debt covenants and make payments on our indebtedness.

As of December 31, 2023, we had approximately $199.6 million in principal amount of indebtedness, which includes $63.9 million under our term loan facility and $135.7 million borrowed under our revolving credit facility. We also had $24.3 million of unused commitments under our revolving credit facility as of December 31, 2023.

Our substantial indebtedness increases the possibility that we may be unable to generate cash sufficient to pay, when due, the principal of, interest on or other amounts due in respect of our indebtedness. Our substantial indebtedness, combined with our other financial obligations and contractual commitments, could have important consequences. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our indebtedness, and any failure to comply with the obligations under any of our debt instruments, including restrictive covenants, could result in an event of default under such instruments;
- make us more vulnerable to adverse changes in general economic, industry and competitive conditions and adverse changes in government regulation;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that are less highly leveraged and therefore able to take advantage of opportunities that our indebtedness prevents us from exploiting; and
- limit our ability to borrow additional amounts for working capital, capital expenditures, acquisitions, debt service requirements, execution of our business strategy or other purposes.

Any of the above listed factors could have a material adverse effect on our business, prospects, results of operations and financial condition. Furthermore, our interest expense could increase if interest rates increase because our debt bears interest at floating rates, which could adversely affect our cash flows. If we do not have sufficient earnings to service our debt, we may be required to refinance all or part of our existing debt, sell assets, borrow more money or sell securities, none of which we can guarantee we will be able to do.

In addition, the credit agreement governing our term loan facility and revolving credit facility contains restrictive covenants that limit our ability to engage in activities that may be in our long-term best interests. See "The terms of the credit agreement governing our term loan facility and revolving credit facility may restrict our current and future operations, particularly our ability to respond to changes in our business or to take certain actions."

Despite our current indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt, which could exacerbate the risks associated with our substantial leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future, including secured indebtedness. Although the credit agreement governing our term loan facility and revolving credit facility contains restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and the indebtedness incurred in compliance with these restrictions could be substantial. If new debt is added to our or our subsidiaries' current debt levels, the related risks that we face would be increased.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control, and any failure to meet our debt service obligations could have a material adverse effect on our business, prospects, results of operations and financial condition.

Our ability to pay interest on and principal of our debt obligations principally depends upon our operating performance. As a result, prevailing economic conditions and financial, business and other factors, many of which are beyond our control, will affect our ability to make these payments.

If we do not generate sufficient cash flow from operations to satisfy our debt service obligations, we may have to undertake alternative financing plans, such as refinancing or restructuring our indebtedness, selling assets, reducing or delaying capital investments or capital expenditures or seeking to raise additional capital. Our ability to restructure or refinance our debt, if at all, will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. In addition, the terms of existing or future debt instruments may restrict us from adopting some of these alternatives. Our inability to generate sufficient cash flow to satisfy our debt service obligations, or to refinance our obligations at all or on commercially reasonable terms, could affect our ability to satisfy our debt obligations and have a material adverse effect on our business, prospects, results of operations and financial condition.

The terms of the credit agreement governing our term loan facility and revolving credit facility may restrict our current and future operations, particularly our ability to respond to changes in our business or to take certain actions.

Our term loan facility and revolving credit facility contain, and any future indebtedness of ours would likely contain, a number of restrictive covenants that impose significant operating restrictions, including restrictions on our ability to engage in acts that may be in our best long-term interests.

The credit agreement governing our term loan facility and revolving credit facility includes covenants restricting, among other things, our ability to:

- incur additional debt;
- incur liens and encumbrances;
- pay dividends on our equity securities or payments to redeem, repurchase or retire our equity securities;
- enter into restrictive agreements;
- make investments, loans and acquisitions;
- merge or consolidate with any other person;
- dispose of assets;

- enter into sale and leaseback transactions;
- engage in transactions with our affiliates; and
- materially alter the business we conduct.

The operating restrictions and covenants in these debt agreements and any future financing agreements may adversely affect our ability to finance future operations or capital needs or to engage in other business activities. The credit agreement requires compliance with a consolidated net leverage ratio test and a fixed charge coverage ratio test. On March 10, 2023, the calculation of the fixed charge coverage ratio was amended to specifically exclude from the definition of fixed charges the Company's share repurchases conducted during the third and fourth quarters of 2022. As of September 30, 2023, we were not in compliance with the fixed charge coverage ratio required by the credit agreement. On November 8, 2023, the Company and the subsidiary guarantors entered into a Waiver with Regions Bank, as administrative agent, and various other lenders, which provided for a waiver of this failure as an event of default. Similarly, we were not in compliance with this ratio as of December 31, 2023, and we received another waiver of this failure as an event of default pursuant to the Fourth Amendment to the credit agreement entered into by the parties on February 29, 2024. Any failure by us to comply with this or another covenant in the future may result in an event of default. There can be no assurance that we will be able to continue to comply with this covenant or obtain amendments to avoid future covenant violations, or that such amendments will be available on commercially acceptable terms.

Our ability to comply with these covenants may be affected by events beyond our control, and any material deviations from our forecasts could require us to seek waivers or amendments of covenants, alternative sources of financing or reductions in expenditures. In addition, the outstanding indebtedness under our term loan facility and revolving credit facility is, subject to certain exceptions, secured by security interests in substantially all of our and the subsidiary guarantors' tangible and intangible assets (subject to certain exceptions). A breach of any of the restrictive covenants in the credit agreement governing our term loan facility and revolving credit facility would result in a default, and our lenders may elect to declare all outstanding borrowings, together with accrued interest and other fees, to be immediately due and payable, or enforce and foreclose on their security interest and liquidate some or all of such pledged assets. The lenders under our term loan facility and revolving credit facility also have the right in these circumstances to terminate any commitments they have to provide further borrowings.

RISKS RELATED TO OUR COMMON STOCK AND OTHER GENERAL RISKS

We are subject to changes in and interpretations of financial accounting matters that govern the measurement of our performance, one or more of which could adversely affect our business, financial condition, cash flows, revenue and results of operations.

Based on our reading and interpretations of relevant guidance, principles or concepts issued by, among other authorities, the American Institute of Certified Public Accountants, the Financial Accounting Standards Board and the Securities and Exchange Commission, we believe revenue received pursuant to our current sales and licensing contract terms and business arrangements have been properly recognized. However, there continue to be issued interpretations and guidance for applying the relevant standards to a wide range of sales and licensing contract terms and business arrangements that are prevalent in the software industry. Future interpretations or changes by the regulators of existing accounting standards, including Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers,* or changes in our business practices could result in changes in our revenue recognition and/or other accounting policies and practices that could adversely affect our business, financial condition, cash flows, revenue and results of operations.

We may be required to record additional significant charges to earnings if our goodwill or intangible assets become impaired.

We are required under U.S. generally accepted accounting principles ("U.S. GAAP") to test our goodwill for impairment annually or more frequently if indicators for potential impairment exist. Indicators that are considered include significant changes in performance relative to expected operating results, significant changes in the use of the assets, significant negative industry, or economic trends, or a significant decline in the Company's stock price and/or market capitalization for a sustained period of time. In addition, we periodically review our intangible assets for impairment when events or changes in circumstances indicate that the carrying value may not be recoverable. Factors that may be considered a change in circumstances indicating that the carrying value of our intangible assets may not be recoverable include slower growth rates, the loss of significant clients, or divestiture of a business or asset for less than its carrying value. We may be required to record a significant charge to earnings in our consolidated financial statements during the period in which any impairment of our goodwill or intangible assets is determined. We recorded a goodwill impairment charge of $35.9 million in the fourth quarter of 2023, $21.9 million of which was associated with our Post-acute care EHR reporting unit, $6.4 million of which was associated

with our Acute care EHR reporting unit and $7.6 million of which was associated with our Patient Engagement reporting unit. These impairment charges had a significant negative effect on our consolidated net income for the year ended December 31, 2023. We subsequently sold our Post-acute care EHR business in January 2024. The Company is currently finalizing the accounting for the sale but does not expect a material gain or loss to be recorded in 2024 since the related asset impairments were recorded in 2023.

Exclusive of our Post-acute care EHR reporting unit, which was disposed of in January 2024, we have remaining goodwill of $171.9 million as of December 31, 2023. Any future impairment charges could have a material adverse impact on our results of operations. There are inherent uncertainties in management's estimates, judgments and assumptions used in assessing recoverability of goodwill and intangible assets. Any changes in key assumptions, including failure to meet business plans, a deterioration in the market, or other unanticipated events and circumstances, may affect the accuracy or validity of such estimates and could potentially result in an impairment charge.

The unpredictability of our quarterly operating results may cause us to fail to meet revenues or earnings expectations which could cause the price of our common stock to fluctuate or decline.

There is no assurance that consistent quarterly growth in our business will occur. Our quarterly revenues may fluctuate and may be difficult to forecast for a variety of reasons. For example, prospective clients often take significant time evaluating our system and related services before making a purchase decision. Moreover, a prospective client who has placed an order for our system could decide to cancel that order or postpone installation of the ordered system. If a prospective client delays or cancels a scheduled system installation during any quarter, we may not be able to schedule a substitute system installation during that quarter. The amount of revenues that would have been generated from that installation will be postponed or lost. The possibility of delays or cancellations of scheduled system installations could cause our quarterly revenues to fluctuate.

The following factors may also affect demand for our products and services and cause our quarterly revenues to fluctuate:

- changes in client budgets and purchasing priorities;
- the ability of our clients to obtain financing for the purchase of our products;
- the financial stability of our clients;
- the specific mix of software, hardware and services in orders from clients;
- the timing of new product announcements and product introductions by us and our competitors;
- market acceptance of new products, product enhancements and services from us and our competitors;
- product and price competition;
- our success in expanding our sales and marketing programs;
- the availability and cost of system components;
- delay of revenue recognition to future quarters due to an increase in the sales of our remote access SaaS services;
- the length of sales cycles and installation processes;
- changes in revenue recognition or other accounting guidelines employed by us and/or established by the Financial Accounting Standards Board or other rulemaking bodies;
- accounting policies concerning the timing of recognition of revenue;
- personnel changes; and
- general market and economic factors.

Variations in our quarterly revenues may adversely affect our operating results. In each fiscal quarter, our expense levels, operating costs and hiring plans are based on projections of future revenues and are relatively fixed. Because a significant percentage of our expenses are relatively fixed, a variation in the timing of systems sales, implementations and installations can cause significant variations in operating results from quarter to quarter. As a result, we believe that interim period-to-period comparisons of our results of operations are not necessarily meaningful and should not be relied upon as indications of future

performance. Further, our historical operating results are not necessarily indicative of future performance for any particular period.

Due to all of the foregoing factors, it is possible that our operating results may be below the expectations of securities analysts and investors. In such event, the price of our common stock would likely be adversely affected.

Our common stock price has periodically experienced significant volatility, which could result in substantial losses for investors purchasing shares of our common stock and in litigation against us.

Volatility may be caused by a number of factors including but not limited to:

- actual or anticipated quarterly variations in operating results;
- rumors about our performance, software solutions, or merger and acquisition activity;
- changes in expectations of future financial performance or changes in estimates of securities analysts;
- governmental regulatory action;
- healthcare reform measures;
- client relationship developments;
- purchases or sales of Company stock;
- changes occurring in the markets in general;
- macroeconomic conditions, both nationally and internationally; and
- other factors, many of which are beyond our control.

Furthermore, the stock market in general, and the market for software, healthcare and high technology companies in particular, has experienced significant volatility in recent years that often has been unrelated to the operating performance of particular companies. These broad market and industry fluctuations may adversely affect the trading price of our common stock, regardless of actual operating performance.

Moreover, in the past, securities class action litigation has often been brought against a company following periods of volatility in the market price of its securities. We may in the future be the target of similar litigation. Securities litigation could result in substantial costs and divert management's attention and resources.

If we fail to maintain effective internal control over financial reporting, this may adversely affect investor confidence in our company and, as a result, the value of our common stock.

We are required under Section 404 of the Sarbanes-Oxley Act to furnish a report by management on the effectiveness of our internal control over financial reporting and to include a report by our independent auditors attesting to such effectiveness. Any failure by us to maintain effective internal control over financial reporting could adversely affect our ability to report accurately our financial condition or results of operations.

As reported in our Quarterly Report on Form 10-Q for the period ended September 30, 2023, we identified a material weakness in our internal control over financial reporting in the third quarter of 2023, as our controls over debt covenant monitoring and compliance were not operating with sufficient precision and timeliness. As of December 31, 2023, this weakness had been remediated with more robust and timely review controls over the related covenant calculations.

If we are unable to maintain effective internal control over financial reporting, or if our independent auditors determine that we have any additional material weaknesses in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by the Securities and Exchange Commission ("SEC") or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, also could restrict our future access to the capital markets.

As a result of the inherent limitations in our internal control over financial reporting, misstatements due to error or fraud may occur and not be detected.

Our disclosure controls and procedures are designed to provide reasonable assurance that information required to be disclosed by us in reports we file with or submit to the SEC under the Securities Exchange Act of 1934 ("Exchange Act") is accumulated and communicated to management and recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. In addition, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by an unauthorized override of the controls.

Most of our facilities are located in an area vulnerable to hurricanes and tropical storms, and the occurrence of a severe hurricane, similar storm or other natural disaster could cause damage to our facilities and equipment, which could require us to cease or limit our operations.

A significant portion of our facilities and employees are located within 30 miles of the coast of the Gulf of Mexico. Our facilities are vulnerable to significant damage or destruction from hurricanes and tropical storms. Such disasters may become more frequent and/or severe as the result of climate change. We are also vulnerable to damage from other types of disasters, including tornadoes, fires, floods and similar events. If any disaster were to occur, our ability to conduct business at our facilities could be seriously impaired or completely destroyed. This would have adverse consequences for our clients who depend on us for system support or business management, consulting and managed IT services. Also, the servers of clients who use our remote access services could be damaged or destroyed in any such disaster. This would have potentially devastating consequences to those clients. Although we have an emergency recovery plan, including back-up systems in remote locations, there can be no assurance that this plan will effectively prevent the interruption of our business due to a natural disaster. Furthermore, the insurance we maintain may not be adequate to cover our losses resulting from any natural disaster or other business interruption. Moreover, we could be affected by climate change and other environmental issues to the extent such issues adversely affect the general economy, adversely impact our supply chain or increase the costs of supplies needed for our operations, or otherwise result in disruptions impacting the communities in which our facilities are located.

We are exposed to market risk related to interest rate changes.

We are exposed to market risk related to changes in interest rates as a result of the floating interest rates applicable to the outstanding debt under our term loan facility and revolving credit facility. The interest rate for the outstanding debt under our term loan facility and revolving credit facility as of December 31, 2023 was 8.48%. Each of our credit facilities continues to bear interest at a rate per annum equal to an applicable margin plus, at our option, either (1) the Adjusted Secured Overnight Financing Rate ("SOFR") rate for the relevant interest period, subject to a floor of 0.50%, (2) an alternate base rate determined by reference to the greater of (a) the prime lending rate of Regions, (b) the federal funds rate for the relevant interest period plus one half of one percent per annum and (c) the one month SOFR rate, subject to the aforementioned floor, plus one percent per annum, or (3) a combination of (1) and (2). The applicable margin for SOFR loans and the letter of credit fee ranges from 1.8% to 3.0%. The applicable margin for base rate loans ranges from 0.8% to 2.0%, in each case based on the Company's consolidated net leverage ratio. A one hundred basis point change in interest rate on our borrowings outstanding as of December 31, 2023 would result in a change in interest expense of approximately $2.0 million annually.

Macroeconomic conditions could have a materially adverse impact on our business, financial condition, or results of operations.

In recent months, record levels of inflation have resulted in significant volatility and disruptions in the global economy. In response to rising inflation, central banks, including the United States Federal Reserve, have tightened their monetary policies and raised interest rates, and such measures may continue if there is a period of sustained heightened inflation. Higher interest rates and volatility in financial markets could lead to additional economic uncertainty or recession. Increased inflation rates have increased our and our suppliers' operating costs, including labor costs. There is no assurance that we will be able to promptly increase our pricing to offset our increased costs in a higher inflationary environment, or that our operations will not be materially impacted by rising inflation and its broader effect on the markets in which we operate in the future. Impacts from inflationary pressures could be more pronounced and materially adversely impact aspects of our business where revenue streams and costs commitments are linked to contractual agreements that extend into the future, as we may not be able to quickly or easily adjust pricing, reduce costs, or implement countermeasures. We are unable to predict the impact of efforts by central banks and federal, state, and local governments to combat elevated levels of inflation. If their efforts to create downward pressure on inflation are too aggressive, they may lead to a recession. Alternatively, if they are insufficient or are not sustained long enough to bring inflation to lower, more acceptable levels, our customers' ability or willingness to spend on healthcare information technology may be impacted for a prolonged period of time. If a recession occurs, economies weaken, or inflationary trends continue, our business and operating results could be materially adversely affected.

Moreover, a potential U.S. federal government shutdown resulting from budgetary decisions, a prolonged continuing resolution, breach of the federal debt ceiling, or a potential U.S. sovereign default and the uncertainty surrounding the 2024 U.S. presidential election may increase uncertainty and volatility in the global economy and financial markets. Weak economic conditions or significant uncertainty regarding the stability of financial markets related to stock market volatility, inflation, recession, changes in tariffs, trade agreements or governmental fiscal, monetary and tax policies, among others, could adversely impact our business, financial condition and operating results.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Our business operations, including the provision of the products and services described above, involve the compilation and transmission of confidential information, including patient health information. We also collect and store other sensitive data such as credit card, insurance, and other information. We have included security features in our systems that are intended to protect the privacy and integrity of this information, but our systems may be vulnerable to security breaches, viruses, programming errors and other similar disruptive problems.

The Board of Directors is responsible for exercising oversight of management's identification of, and planning for, the material risks facing the Company, and we believe our risk management policies and procedures are adequate to ensure that relevant information about cybersecurity risks and incidents is appropriately reported and disclosed. In October 2017, the Board authorized the formation of a Cybersecurity Committee, which is now known as the Governance, Risk & Compliance ("GRC") Committee. Our cybersecurity risk management process, which are discussed in greater detail below, are led by the GRC Committee. The GRC Committee is currently comprised of the Chief Technology and Innovation Officer, Chief Financial Officer, General Manager of TruBridge, General Manager of EHR, General Manager of Patient Engagement, Corporate Security Officer, and General Counsel and Corporate Compliance Officer. The GRC Committee generally meets weekly, and has a formal meeting quarterly, to discuss the primary security and compliance-related risks currently facing the Company, including cybersecurity risks. The General Counsel and Corporate Compliance Officer then provides updates to the Board at each regular quarterly meeting. Annually, the full Board participates in cybersecurity training and discusses the internal incident management process with the GRC Committee.

In October 2020, the Board created the Innovation and Technology Committee to aid the Board in its duties to assess and oversee the management of risks in the areas of information technology, information and data security, cybersecurity, disaster recovery, data privacy and business continuity. This committee oversees the GRC Committee's activities relating to information technology and cybersecurity matters, and seeks to enhance communication and coordination of efforts between the Board and management in these areas. The members of the Innovation and Technology Committee monitor the prevention, mitigation, detection, and remediation of cybersecurity incidents through their management of and participation in the cybersecurity risk management process described below, including the operation of our incident response plan.

Additionally, we have a Security Operations Center ("SOC") to oversee several initiatives designed to improve our cybersecurity protection, readiness and response. The Company partnered with a third party to provide Security as a Service ("SECaaS") to assist our internal SOC in reducing the likelihood and impact of a cybersecurity attack. The SOC oversees penetration testing, vulnerability scanning, intrusion prevention, endpoint and insider threat detection, log management and other cybersecurity-related projects. The Company also consulted with third parties to achieve ISO 27001 certification related to information security management, which was achieved starting in 2020 and maintained every year since.

Our SOC team members have over 35 years of combined work experience in various roles involving managing information security, developing cybersecurity strategy, implementing effective information and cybersecurity programs, and developing and overseeing programs and policies related to various areas, including incident response, eDiscovery, forensic investigations, log analysis, malware analysis, risk management, physical security, and enterprise security operations, as well as several relevant degrees and certifications, including Masters degrees in Cybersecurity and Information Assurance, Bachelors degrees in Information Technology, BS Information Systems and Cybersecurity, Certified Information Systems Security Professional, Certified Ethical Hacker, Computer Hacking Forensic Investigator, A+, Network+, Security+, MS Sentinel, a Degree in forensic science and others being worked on. Prior work experience, knowledge, skills, or background for the SOC team include: law enforcement, DoD contractor work in cybersecurity, heavy involvement in numerous large scale intrusion investigations, published author of an Intrusion Analysis book, presentations at numerous conferences focused on cybersecurity, hundreds of forensic analysis cases, prior employment by other companies as cybersecurity/SOC analysts, and continuous on the job training

We have a cybersecurity-specific risk assessment process, which helps identify our cybersecurity threat risks by comparing our process to industry standards and best practices standards set by the National Institute of Standards and Technology ("NIST") and the International Organization for Standardization ("ISO"), as well as by engaging experts to attempt to infiltrate our

information systems, as such term is defined in Item 106(a) of Regulation S-K. Our cybersecurity program includes controls designed to identify, protect against, detect, respond to and recover from information and cybersecurity incidents, as such term is defined in Item 106(a) of Regulation S-K, and to provide for the availability of critical data and systems and to maintain regulatory compliance. These controls include the following activities:

a. closely monitor emerging data protection laws and implement changes to our processes designed to comply;
b. conduct annual customer data handling and use requirements training for all our employees;
c. conduct annual cybersecurity management and incident training for employees involved in our systems and processes that handle sensitive data;
d. conduct regular phishing email simulations for all employees and all contractors with access to corporate email systems to enhance awareness and responsiveness to such possible threats;
e. through policy, practice and contract (as applicable), require employees, as well as third-parties who provide services on our behalf, to protect customer information and data;
f. run tabletop exercises to simulate a response to a cybersecurity incident and use the findings to improve our processes and technologies;
g. leverage the NIST and ISO incident handling frameworks to help us identify, protect, detect, respond, and recover when there is an actual or potential cybersecurity incident; and
h. maintain multiple layers of controls, including embedding security into our technology investments.

We perform periodic internal and third-party assessments to test our cybersecurity controls and regularly evaluate our policies and procedures surrounding our handling and control of personal data and the systems we have in place to help protect us from cybersecurity or personal data breaches, and we perform periodic internal and third-party assessments to test our controls and to help us identify areas for continued focus, improvement, and/or compliance. An example of the assessment we use is the ISO 27001 assessment that was implemented started in 2020. Our team is continually evaluating our technology vendors and tools to ensure that we are managing evolving threats to the best of our ability.

Our processes also address cybersecurity threat risks associated with our use of third-party service providers, including those in our supply chain or who have access to our customer and employee data or our systems. Third-party risks are included within our enterprise risk management program, as well as our cybersecurity-specific risk identification program, both of which are discussed above. In addition, cybersecurity considerations affect the selection and oversight of our third-party service providers. We perform diligence on third-parties that have access to our systems, data or facilities that house such systems or data, and continually monitor cybersecurity threat risks identified through such diligence. Additionally, we generally require those third parties that could introduce significant cybersecurity risk to us to agree by contract to manage their cybersecurity risks in specified ways, and to agree to be subject to cybersecurity audits, which we conduct as appropriate. Finally, all users employed by or contracted to the Company are required to complete annual cybersecurity education and training, which includes identifying suspicious emails, internet threats, telecommunication threats and ransomware.

We describe whether and how risks from identified cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations, or financial condition, under the heading "*Breaches of security and viruses in our systems could result in client claims against us and harm to our reputation causing us to incur expenses and/or lose clients*" included as part of our risk factor disclosures at Item 1A of this Annual Report on Form 10-K,which disclosure is incorporated by reference herein. Although we maintain cybersecurity insurance to reduce potential financial losses that may stem from cybersecurity incidents, the costs related to cybersecurity threats or disruptions may not be full insured.

ITEM 2. PROPERTIES

On April 5, 2021, the Company relocated its principal executive office pursuant to a sublease for 20,093 square feet of office space in downtown Mobile, Alabama. Our corporate campus is located on approximately 16.5 acres in Mobile, Alabama and includes approximately 135,500 square feet of office space. Our main campus building consists of approximately 66,000 square feet of office and warehouse space. We also have eleven additional smaller campus buildings consisting of approximately 6,000 square feet of office space each and an additional campus building consisting of approximately 3,500 square feet. The Company also owns 11.3 acres of undeveloped real property adjacent to our corporate campus.

We lease the remainder of our facilities in various locations in the United States, including: Mobile, Alabama; Pottsville, Pennsylvania; Glenwood, Minnesota; Ridgeland, Mississippi; Spokane, Washington and Rockville, Maryland. The terms of

these leases generally range in length from one to twelve years, and all of the leases contain options to incrementally extend the lease period.

During 2023, the Company terminated its lease agreement for approximately 12,500 square feet of office space in Plymouth, Minnesota.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we have been and may again become involved in legal proceedings arising in the ordinary course of our business. We are not presently a party to any litigation or legal proceedings that we believe to be material and we are not aware of any pending or threatened litigation against us that we believe could have a material adverse effect on our business, operating results, financial condition or cash flows. See Note 16 – Commitments and Contingencies included in the notes to our audited financial statements included elsewhere in the Annual Report on Form 10-K.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market for TruBridge Common Stock

As of March 11, 2024, there were approximately 77 registered holders of our common stock, as provided to us by our transfer agent. This number does not include the number of beneficial owners whose shares are held in "street" names by broker-dealers and other institutions who hold shares on behalf of their clients. As of March 11, 2024, there were 14,507,776 shares of common stock outstanding.

TruBridge's common stock is listed on the NASDAQ Global Select Market under the symbol "TBRG." Prior to March 4, 2024, TruBridge's common stock was listed under the symbol "CPSI."

Dividends

On September 4, 2020, our Board of Directors opted to indefinitely suspend all quarterly dividends. The indefinite suspension of quarterly dividends was concurrent with the authorization of a stock repurchase program, aligning with the Company's capital allocation strategy that prioritizes flexibility to allow for more opportunistic uses of capital. Our Board of Directors will take into account such matters as general business conditions, capital needs, our financial results, available liquidity and such other factors as our Board of Directors may deem relevant in future dividend declarations. Additionally, the terms of our Credit Agreement restrict our ability to pay dividends and make share repurchases. See Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, "Liquidity and Capital Resources-Credit Agreement" included herein.

Purchases of Equity Securities

The following table summarizes our repurchase of equity securities during the three months ended December 31, 2023:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (a)	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (a)
October 1, 2023 - October 31, 2023	—	$ —	—	$ 16,471,896
November 1, 2023 - November 30, 2023	—	$ —	—	$ 16,471,896
December 1, 2023 - December 31, 2023	—	$ —	—	$ 16,471,896
Total	—	$ —	—	

(a) On September 4, 2020, our Board of Directors approved a stock repurchase program under which we may repurchase up to $30.0 million of our common stock through September 3, 2022. On July 27, 2022, the Board of Directors extended the expiration date of the stock repurchase program to September 4, 2024. Any future stock repurchase transactions may be made through open market purchases, privately-negotiated transactions, or otherwise in compliance with Rule 10b-18 under the securities Exchange Act of 1934, as amended.

ITEM 6. [Reserved]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion of our financial condition and results of operations in conjunction with the "Selected Financial Data" and our financial statements and the related notes included elsewhere in this Annual Report. This discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including but not limited to those set forth under "Risk Factors" and elsewhere in this Annual Report.

Background

During much of the Company's history, our strategy, operations, and financial results have been largely associated with developments in the electronic health record ("EHR") industry. With the rapid maturity of the EHR industry and the increasing prevalence of and demand for outsourced revenue cycle management ("RCM") services and complementary solutions, we've seen our strategy, operations, and financial results naturally evolve to become more heavily associated with RCM, with RCM revenues comprising 57% of our consolidated revenue for 2023. In recognition of this significant shift in strategic focus, Computer Programs and Systems, Inc. changed its corporate name to TruBridge, Inc. on March 4, 2024. Contemporaneous with this name change, the former wholly-owned subsidiaries Evident, LLC, TruBridge, LLC, and TruCode, LLC were merged into the parent company, while the former wholly-owned subsidiary Rycan Technologies, Inc. was merged into its parent and another wholly-owned subsidiary, Healthland Holding Inc. With these changes, the Company's remaining legal structure includes TruBridge, Inc., the parent company, with Viewgol, LLC ("Viewgol"), iNetXperts, Corp. d/b/a Get Real Health, Healthcare Resource Group, Inc. ("HRG"), and Healthland Holding Inc. as its wholly-owned subsidiaries.

Founded in 1979, TruBridge is a leading provider of healthcare services and solutions for community hospitals, their clinics and other healthcare systems. Our combined companies are focused on helping improve the health of the communities we serve, connecting communities for a better patient care experience, and improving the financial operations of our customers.

The Company operates its business in three operating segments, which are also our reportable segments: RCM, EHR, and Patient Engagement. These reporting segments contribute towards the combined focus of improving the health of the communities we serve as follows:

- The RCM reporting segment focuses on providing business management, consulting, and managed IT services along with a complete RCM solution for all care settings, regardless of their primary healthcare information solutions provider.
- The EHR segment provides comprehensive acute care EHR solutions and related services for community hospitals and their physician clinics. Prior to our sale of American HealthTech, Inc. in January 2024, our EHR segment also provided post-acute care EHR solutions and related services for skilled nursing and assisted living facilities.
- The Patient Engagement segment offers comprehensive patient engagement and empowerment technology solutions to improve patient outcomes and engagement strategies with care providers.

Our companies currently support community hospitals and other healthcare systems with a geographically diverse patient mix within the domestic community healthcare market. Our target market for our RCM, EHR, and Patient Engagement solutions includes community hospitals with fewer than 400 acute care beds and their clinics, as well as independent or small to medium sized chains of skilled nursing facilities. 98% of our acute care hospital EHR customer base is comprised of hospitals with fewer than 100 beds.

See Note 18 to the consolidated financial statements included herein for additional information on our three reportable segments.

Management Overview

Strategy

Our core strategy is to achieve meaningful long-term revenue growth by cross-selling RCM services into our existing EHR customer base, expanding RCM market share with sales to new community hospitals and larger health systems, and pursuing

competitive EHR takeaway opportunities. We may also seek to grow through acquisitions of businesses, technologies or products if we determine that such acquisitions are likely to help us meet our strategic goals.

Our growth strategy is heavily dependent on our ability to cross-sell RCM services to our Acute Care EHR customer base. As such, retention of our existing Acute Care EHR customers is a key component of our long-term growth strategy by protecting this base of potential RCM customers, while at the same time serving as a leading indicator of our market position and stability of revenues and cash flows.

We determine retention rates by reference to the amount of beginning-of-period Acute Care EHR recurring revenues that have not been lost due to customer attrition from our production environment customer base. Production environment customers are those that are using our applications to document live patient encounters, as opposed to legacy environment customers that have view-only access to historical patient records. Since 2019, these retention rates have consistently remained in the mid-to-high 90th percentile ranges. Specifically, we achieved retention rates of 98.2% and 94.9% in 2021 and 2022, respectively, decreasing to 92.1% in 2023, as EHR product consolidation has led to an increase in attrition from our non-flagship products (retention for our flagship EHR product was approximately 95.2% in 2023). We have increased customer retention efforts by enhancing support services, investing in tooling and instrumentation to proactively monitor for potential disruptions, and deploying in-application experience software that delivers application-specific insights while using our products.

As we pursue meaningful long-term revenue growth by leveraging RCM as a growth agent, we are placing ever-increasing value in further developing our already significant recurring revenue base to further stabilize our revenues and cash flows. As such, maintaining and growing recurring revenues are key components of our long-term growth strategy, aided by the aforementioned focus on customer retention. This includes a renewed focus on driving demand for subscriptions for our existing technology solutions and expanding the footprint for RCM services beyond our EHR customer base.

While the combination of revenue growth and operating leverage is expected to result in increased margin realization, we also look to increase margins through specific cost containment measures where appropriate as we continue to leverage opportunities for greater operating efficiencies. However, in the immediate future, we anticipate incremental margin pressure from the continued client transition from perpetual license arrangements to “Software as a Service” ("SaaS") arrangements as described below.

Industry Dynamics

Turbulence in the U.S. and worldwide economies and financial markets impacts almost all industries. While the healthcare industry is not immune to economic cycles, we believe it is more significantly affected by U.S. regulatory and national health initiatives. In recent years, there have been significant changes to provider reimbursement by the U.S. federal government, followed by commercial payers and state governments. There is increasing pressure on healthcare organizations to reduce costs and increase quality while replacing the fee-for-service reimbursement model in part by enrolling in an advanced payment model that incentivizes high-quality, cost effective-care via value-based reimbursement. This pressure could further encourage adoption of healthcare IT and increase demand for business management, consulting, and managed IT services, as the future success of these healthcare providers is greatly dependent upon their ability to engage patient populations and to coordinate patient care across a multitude of settings, while optimizing operating efficiency along the way.

Additionally, healthcare organizations with a large dependency on Medicare and Medicaid populations, such as community hospitals, have been affected by the challenging financial condition of the federal government and many state governments and government programs. Accordingly, we recognize that prospective hospital clients often do not have the necessary capital to make investments in information technology while those with the necessary capital have become more selective in their investments. Despite these challenges, we believe healthcare IT will be an area of continued investment due to its unique potential to improve safety and efficiency and reduce costs while meeting current and future regulatory, compliance and government reimbursement requirements.

EHR License Model Preferences

Much of the variability in our periodic revenues and profitability has been and will continue to be due to changing demand for different license models for our technology solutions, with variability in operating cash flows further impacted by the financing decisions within those license models. Our technology solutions are generally deployed in one of two license models: (1) perpetual licenses, for which the related revenue is recognized effectively upon installation, and (2) “Software as a Service” or “SaaS” arrangements, including our Cloud Electronic Health Record (“Cloud EHR”) offering, which generally result in revenue being recognized monthly as the services are provided over the term of the arrangement.

The overwhelming majority of our historical EHR installations have been under a perpetual license model, but new customer demand has dramatically shifted towards a SaaS license model in the past several years. SaaS license models made up only 12% of annual new acute care EHR installations in 2018, increasing to 100% during 2022 and 2023. These SaaS offerings are attractive to our clients because this configuration allows them to obtain access to advanced software products without a significant initial capital outlay. We expect this trend to continue for the foreseeable future, with the resulting impact on the Company's financial statements being reduced EHR revenues in the period of installation in exchange for increased recurring periodic revenues (reflected in EHR revenues) over the term of the SaaS arrangement. This naturally places downward pressure on short-term revenue growth and profitability metrics, but benefits long-term revenue growth and profitability which, in our view, is consistent with our goal of delivering long-term shareholder value.

For customers electing to purchase our technology solutions under a traditional perpetual license, we have historically made financing arrangements available on a case-by-case basis, depending on the various aspects of the proposed contract and customer attributes. These financing arrangements have comprised the majority of our perpetual license installations over the past several years, and include short-term payment plans and longer-term lease financing through us or third-party financing companies. The aforementioned shift in customer preference towards SaaS arrangements has significantly reduced the frequency of new financing arrangements for customer purchases under a perpetual license. When combined with scheduled payments on existing financing arrangements, the reduced frequency of new financing arrangements has resulted in a substantial reduction in financing receivables during 2023.

For those perpetual license clients not seeking a financing arrangement, the payment schedule of the typical contract is structured to provide for a scheduling deposit due at contract signing, with the remainder of the contracted fees due at various stages of the installation process (delivery of hardware, installation of software and commencement of training, and satisfactory completion of a monthly accounting cycle or end-of-month operation by each respective application, as applicable).

Margin Optimization Efforts

Our core growth strategy includes margin optimization by identifying opportunities to further improve our cost structure by executing against initiatives related to organizational realignment, expanded use of offshore resources and the use of automation to increase the efficiency and value of our associates' efforts.

Initial organizational realignment efforts began during 2021, when we committed to a reduction in force intended to more effectively align our resources with business priorities. Other related initiatives include our ongoing implementation of the Scaled Agile Framework® throughout our EHR product development, implementation and support functions to enhance cohesion, time-to-market and customer satisfaction. This framework is a set of organization and workflow patterns intended to guide enterprises in scaling lean and agile practices and promote alignment, collaboration, and delivery across large numbers of agile teams.

The remaining margin optimization initiatives of expanded utilization of offshore resources and automation have commenced and, to date, have provided meaningful efficiencies to our operations, particularly within RCM. As a service organization, RCM's cost structure is heavily dependent upon human capital, subjecting it to the complexities and risks associated with this resource. Chief among these complexities and risks is the ever-present pressure of wage inflation, which has recently become a reality as national and international economies recover from the economic downturn caused by the COVID-19 pandemic and has compelled the Company to make compensation adjustments that are outside of historical norms. Prior to our October 2023 acquisition of Viewgol, we were solely reliant upon third-party partnerships for offshore resources, increasing both the execution risk of this initiative and the related cost of scaling this labor force. With Viewgol as a subsidiary, we have greatly enhanced our control over the resource availability for this initiative and we expect to achieve meaningful per-unit cost efficiencies. However, in the near-term, we expect to see additional pressure on margins due to the integration and ramp-up of Viewgol.

We believe that our efforts towards margin optimization are well-timed, enabling a rapid response to actual or expected wage inflation in order to preserve RCM profitability, but we cannot guarantee that these efforts will fully eliminate any related margin deterioration.

In addition to wage inflation, we are a party to contracts with certain third-party suppliers and vendors that allow for annual price adjustments indexed to inflation. While we continually seek to proactively manage controllable expenses, inflationary pressure on costs has led to, and could lead to, erosion of margins.

2023 Financial Overview

In the fourth quarter of 2022, the Company made a number of changes to its organizational structure and management system to align the Company's operating model to its strategic initiatives. With these changes the Company revised its reportable segments to RCM, EHR, and Patient Engagement, but this realignment of the Company's reportable segments did not impact its consolidated financial statements. Throughout this discussion, prior-year results have been recast to conform with the change in reportable segments noted above.

We generated revenues of $339.4 million from the sale of our products and services during 2023, compared to $326.6 million during 2022, an increase of 4% that is due to the combination of inorganic growth through our recent acquisitions of HRG and Viewgol and organic growth as RCM solutions continue to gain traction in the domestic healthcare landscape. Despite this increase in revenues, net income (loss) decreased by $61.7 million to a net loss of $45.8 million during 2023, compared to net income of $15.9 million during 2022. Heavily impacting our results for 2023 were (i) $35.9 million of goodwill impairment charges related to our divestiture of American HealthTech, Inc., the impact of deteriorating macroeconomic conditions and moderated assumptions regarding growth expectations and eventual margin achievement on the fair values of our Acute care EHR and Patient Engagement reporting units; (ii) $2.3 million of impairment charges related to trademark intangible assets resulting from our March 2024 name change and corporate rebranding initiative (see Note 12 - Intangible Assets and Goodwill for further information); (iii) $17.7 million of incremental severance and other nonrecurring charges resulting from various restructuring and acquisition initiatives; and (iv) $6.2 million of incremental interest expense driven by the combined factors of an increasing interest rate environment and acquisition-fueled increases in debt. Corresponding to this decreased profitability, net cash provided by operating activities decreased by $31.3 million, from $32.4 million provided by operations during 2022 to $1.1 million provided by operations for 2023.

Results of Operations

The following table sets forth certain items included in our results of operations for each of the three years in the period ended December 31, 2023, expressed as a percentage of our total revenues for these periods:

	Year ended December 31,					
	2023		2022		2021	
(In thousands)	Amount	% Sales	Amount	% Sales	Amount	% Sales
INCOME DATA:						
Revenues:						
RCM	$ 193,929	57.1 %	$ 179,870	55.1 %	$ 131,242	46.8 %
EHR	138,063	40.7 %	139,823	42.8 %	143,109	51.0 %
Patient engagement	7,443	2.2 %	6,955	2.1 %	6,278	2.2 %
Total revenues	339,435	100.0 %	326,648	100.0 %	280,629	100.0 %
Expenses						
Costs of revenue (exclusive of amortization and depreciation)						
RCM	110,192	32.5 %	97,024	29.7 %	66,015	23.5 %
EHR	62,048	18.3 %	65,661	20.1 %	66,698	23.8 %
Patient engagement	3,628	1.1 %	3,856	1.2 %	3,068	1.1 %
Total costs of revenue (exclusive of amortization and depreciation)	175,868	51.8 %	166,541	51.0 %	135,781	48.4 %
Product development	37,246	11.0 %	31,898	9.8 %	32,809	11.7 %
Sales and marketing	28,049	8.3 %	27,131	8.3 %	21,978	7.8 %
General and administrative	76,153	22.4 %	54,965	16.8 %	48,481	17.3 %
Amortization	24,522	7.2 %	20,887	6.4 %	14,717	5.2 %
Depreciation	1,946	0.6 %	2,443	0.7 %	2,156	0.8 %
Goodwill impairment	35,913	10.6 %	—	— %	—	— %
Trademark impairment	2,342	0.7 %	—	— %	—	— %
Total expenses	382,039	112.6 %	303,865	93.0 %	255,922	91.2 %
Operating income (loss)	(42,604)	(12.6)%	22,783	7.0 %	24,707	8.8 %
Other income (expense):						
Other income	745	0.2 %	1,178	0.4 %	1,529	0.5 %
Gain on contingent consideration	—	— %	565	0.2 %	—	— %
Loss on extinguishment of debt	—	— %	(125)	— %	—	— %
Interest expense	(12,521)	(3.7)%	(6,320)	(1.9)%	(3,160)	(1.1)%
Total other income (expense)	(11,776)	(3.5)%	(4,702)	(1.4)%	(1,631)	(0.6)%
Income (loss) before taxes	(54,380)	(16.0)%	18,081	5.5 %	23,076	8.2 %
Provision (benefit) for income taxes	(8,591)	(2.5)%	2,214	0.7 %	4,646	1.7 %
Net income (loss)	$ (45,789)	(13.5)%	$ 15,867	4.9 %	$ 18,430	6.6 %

2023 Compared to 2022

Revenues

Total revenues for the year ended December 31, 2023 increased by $12.8 million, or 4%, compared to the year ended December 31, 2022.

RCM revenues increased by $14.1 million, or 8%, compared to 2022, as acquisition-fueled growth from our March 2022 acquisition of HRG and our October 2023 acquisition of Viewgol added to the organic growth of our RCM offerings.

EHR revenues decreased by $1.8 million, or 1%, from the year ended December 31, 2022, and were comprised of the following for the years ended December 31, 2023 and 2022:

	Year ended December 31,	
(In thousands)	2023	2022
Recurring EHR revenues [1]		
Acute Care EHR	$ 111,276	$ 109,340
Post-acute Care EHR	14,712	15,384
Total recurring EHR revenues	125,988	124,724
Non-recurring EHR revenues [2]		
Acute Care EHR	10,657	13,138
Post-acute Care EHR	1,418	1,961
Total non-recurring EHR revenues	12,075	15,099
Total EHR revenue	$ 138,063	$ 139,823

[1] Mostly comprised of support and maintenance, third-party subscriptions, and SaaS revenues.

[2] Mostly comprised of installation revenues from the sale of our acute and post-acute care EHR solutions and related applications under a perpetual (non-subscription) licensing model.

Recurring EHR revenues increased by $1.3 million, or 1%, in 2023 compared to 2022. Although customer attrition during 2023 resulted in a decrease in Post-acute care EHR recurring revenues of $0.7 million, or 4%, Acute Care EHR recurring revenues increased by $1.9 million, or 2%, as continued efforts to emphasize SaaS arrangements have led to the accumulation of significant sources of recurring revenue.

Non-recurring EHR revenues decreased by $3.0 million, or 20%, compared to 2022. The consequence of our continued focus on increasing recurring revenues has been the de-emphasizing of nonrecurring, perpetual license sales.

EHR revenues for 2023 included $16.1 million in revenues from American HealthTech, Inc. which the Company sold in January 2024. See Note 19 – Subsequent Events to the consolidated financial statements included herein for more information.

Patient Engagement revenues increased by $0.5 million, or 7%, compared to 2022 as delivery of certain services formerly provided by our Acute Care EHR segment are now the responsibility of our Patient Engagement segment, with the related revenues and direct costs now reflected in our Patient Engagement segment's results.

Costs of Revenue (exclusive of amortization and depreciation)

Total costs of revenue (exclusive of amortization and depreciation) increased by $9.3 million compared to 2022. As a percentage of total revenues, costs of revenue (exclusive of amortization and depreciation) increased slightly to 52% during 2023 compared to 51% during 2022.

Costs associated with our RCM revenues increased by $13.2 million, or 14%, compared to 2022. This increase has primarily been driven by our recent acquisitions of HRG and Viewgol and the aforementioned necessary responses to domestic labor market challenges, which have increased the costs associated with our people-intensive service offerings. Additionally, (i) revenue growth during 2023 has largely come from lower margin revenue streams; (ii) during 2023 we experienced the loss of a single large customer with a margin profile well beyond our typical customer margin profile; and (iii) we faced increased costs during 2023 associated with enhancing our compliance function within the RCM business unit to accommodate scale.

Costs associated with our EHR revenues decreased by $3.6 million, or 6%, compared to 2022, primarily as our ongoing implementation of the Scaled Agile Framework® resulted in job displacement for a number of our employees.

Costs associated with our Patient Engagement revenues were effectively flat, decreasing by $0.2 million compared to 2022.

Product Development

Product development expenses consist primarily of compensation and other employee-related costs (including stock-based compensation) and infrastructure costs incurred, but not capitalized, for new product development and product enhancements. Product development costs increased by $5.3 million, or 17%, compared to 2022, primarily due to increased costs related to our strategy to migrate to a public cloud environment and other workplace modernization initiatives.

Sales and Marketing

Sales and marketing costs increased by $0.9 million, or 3%, compared to 2022 as the restructuring of our sales force in early 2023 resulted in a significant expansion of related resources.

General and Administrative

General and administrative expenses increased by $21.2 million, or 39%, compared to 2022. Our ongoing implementation of the Scaled Agile Framework® resulted in job displacement for a number of our employees, resulting in an $8.9 million increase in related non-recurring severance costs. Other non-recurring charges increased by $8.8 million, largely as the result of acquisition-related activity and lease termination costs related to our efforts to right-size our real estate footprint.

Amortization & Depreciation

Combined amortization and depreciation expense increased by $3.1 million, or 13%, as increasing capitalized software development asset balances resulted in an increase in the related amortization.

Trademark & Goodwill Impairment

Our combined impairment charges related to trademark intangibles and goodwill were $38.3 million in 2023, with none in 2022. Trademark impairment charges of $2.3 million were recorded as our recently-completed corporate name change and rebranding initiative resulted in the near abandonment of previously-recognized trademark assets. Total goodwill impairment charges of $35.9 million resulted from the combination of: (i) a $21.9 million impairment charge related to our Post-acute care EHR business unit, as we adjusted the carrying value of the reporting unit to align with the agreed-upon eventual sales price; (ii) a $6.4 million impairment charge related to our Acute Care EHR business unit as the combined pressures of an increase in the related discount rate and moderated assumptions regarding eventual margin achievement lowered the estimated fair value of the reporting unit; and (iii) a $7.6 million impairment charge related to our Patient Engagement reporting unit as our growth expectations for this reporting unit have moderated significantly as the related pipelines have been slow to develop.

Total Other Income (Expense)

Total other income (expense) increased to expense of $11.8 million during 2023 compared to expense of $4.7 million during 2022. A rising interest rate environment and a higher level of funded debt caused a $6.2 million increase in interest expense. Additionally, during 2022, $0.6 million of the original $2.5 million contingent consideration estimated in determining the TruCode purchase price was reversed as updated estimates of TruCode's earnings over the earnout period were less than estimated on the date of acquisition.

Income (Loss) Before Taxes

As a result of the foregoing factors, income (loss) before taxes decreased to a loss of $54.4 million in 2023, compared to income of $18.1 million in 2022.

Provision (Benefit) for Income Taxes

Our effective income tax rates for 2023 and 2022 were 16% and 12%, respectively. Our effective tax rate for 2023 was significantly impacted by the non-deductible nature of our goodwill impairment charges and the changing relationship between net income or loss and research and development tax credits, which accumulate as benefits even in years with loss positions such as 2023. Our effective tax rate for 2022 was impacted by the non-taxable nature of our recorded gain on contingent consideration, which served to reduce the year's effective tax rate by 2.2%.

Net Income (Loss)

Net income (loss) for 2023 decreased by $61.7 million to a loss of $45.8 million, or a loss of $3.15 per basic and diluted share, compared with income of $15.9 million, or $1.08 per basic and diluted share, for 2022.

Supplemental Segment Information

Our reportable segments have been determined in accordance with ASC 280 - *Segment Reporting*. We have three reportable operating segments: RCM, EHR, and Patient Engagement. We evaluate each of our three operating segments based on segment revenues and segment adjusted EBITDA.

Adjusted EBITDA consists of GAAP net income (loss) as reported and adjusts for (i) deferred revenue purchase accounting adjustments arising from purchase allocation adjustments related to business acquisitions; (ii) depreciation expense; (iii) amortization of software development costs; (iv) amortization of acquisition-related intangible assets; (v) stock-based compensation; (vi) severance and other non-recurring charges; (vii) interest expense and other, net; (viii) impairment of goodwill; (ix) impairment of trademark intangibles; (x) (gain) loss on contingent consideration; and (xi) the provision (benefit) for income taxes. The segment measurements provided to and evaluated by the chief operating decision makers ("CODM") are described in Note 18 to the condensed consolidated financial statements. These results should be considered in addition to, and not as a substitute for, results reported in accordance with GAAP.

The following table presents a summary of the revenues and adjusted EBITDA of our three operating segments for the years ended December 31, 2023 and 2022.

	Year Ended December 31,		Change	
	2023	2022	$	%
(In thousands)				
Revenues by segment:				
RCM	$ 193,929	$ 179,870	$ 14,059	8 %
EHR	138,063	139,823	(1,760)	(1)%
Patient engagement	7,443	6,955	488	7 %
Adjusted EBITDA by segment:				
RCM	$ 24,800	$ 35,219	$ (10,419)	(30)%
EHR	22,900	22,507	393	2 %
Patient engagement	(124)	(1,827)	1,703	93 %

Segment Revenues

Refer to the corresponding discussion of revenues for each of our reportable segments previously provided under the *Revenues* heading of this Management's Discussion and Analysis. There are no intersegment revenues to be eliminated in computing segment revenue.

Segment Adjusted EBITDA - Year Ended December 31, 2023 Compared with Year Ended December 31, 2022

RCM adjusted EBITDA decreased by $10.4 million, or 30%, compared to 2022. While revenues have increased by $14 million, or 8%, this growth has been met with an increase in costs of revenue (exclusive of amortization and depreciation) of $13.2 million, or 14%, primarily due to upward pressure on costs associated with our people-intensive service offerings. This direct-labor headwind was compounded by expanding operating expenses driven by the aforementioned product development costs related to our strategy to migrate to the public cloud and general and administrative costs related to our ongoing implementation of the Scaled Agile Framework®.

EHR adjusted EBITDA increased by $0.4 million, or 2%. Although revenues decreased by $1.8 million, or 1%, the ongoing implementation of the Scaled Agile Framework® resulted in job displacement for a number of our employees, thereby benefiting the segment's profitability.

Patient Engagement adjusted EBITDA increased by $1.7 million, or 93%, as the previously-discussed improved revenue performance worked in tandem with reduced operating expenses to result in improved adjusted EBITDA.

2022 Compared to 2021

Revenues

Total revenues for the year ended December 31, 2022 increased by $46.0 million, or 16%, compared to the year ended December 31, 2021.

RCM revenues increased by $48.6 million, or 37%, compared to 2021 due to acquisition-fueled growth and organic growth of our revenue cycle service offerings. TruCode, acquired in May 2021, contributed $13.8 million of revenue during 2022, compared to only $7.4 million during 2021, which reflected only eight months of activity. Our acquisition of HRG in March 2022 provided further inorganic growth, contributing an estimated $34.1 million of revenue during 2022. Organic revenue growth materialized in 2022 as our hospital clients operate in an environment typified by rising costs and increased complexity and are increasingly seeking to alleviate themselves of the ever-increasing administrative burden of operating their own business office functions. This increasing demand for services, coupled with the positive impact of improving hospital patient volumes on RCM revenues, resulted in organic revenue growth of $8.1 million, or 7% in 2022.

EHR revenues decreased by $3.3 million, or 2%, from the year ended December 31, 2021, and were comprised of the following for the years ended December 31, 2022 and 2021:

	Year ended December 31,	
(In thousands)	2022	2021
Recurring EHR revenues [1]		
Acute Care EHR	$ 109,340	$ 108,440
Post-acute Care EHR	15,384	16,472
Total recurring EHR revenues	124,724	124,912
Non-recurring EHR revenues [2]		
Acute Care EHR	13,138	16,939
Post-acute Care EHR	1,961	1,258
Total non-recurring EHR revenues	15,099	18,197
Total EHR revenue	$ 139,823	$ 143,109

[1] Mostly comprised of support and maintenance, third-party subscriptions, and SaaS revenues.

[2] Mostly comprised of installation revenues from the sale of our acute and post-acute care EHR solutions and related applications under a perpetual (non-subscription) licensing model.

Recurring EHR revenues remained essentially flat with a $0.2 million, or 0.2%, decrease in 2022 compared to 2021. Acute Care EHR recurring revenues increased by $0.9 million, or 1%, as recent efforts to emphasize SaaS arrangements have led to the accumulation of significant sources of recurring revenue, albeit at the expense of non-recurring revenue. Post-acute care EHR recurring revenues decreased by $1.1 million, or 7%, primarily due to the loss of certain significant customers during early 2022.

Non-recurring EHR revenues decreased by $3.1 million, or 17%, compared to 2021. Acute Care EHR non-recurring revenues decreased by $3.8 million, or 22%, compared to 2021, due mostly to a decrease in the number of perpetual license installations of our Acute Care EHR solutions. We installed our Acute Care EHR solutions at nineteen new hospital clients during 2022 (all of which were under a SaaS arrangements resulting in revenue being recognized ratably over the contract term) compared to seventeen new hospital clients during 2021 (ten under a SaaS arrangement). Post-acute care EHR non-recurring revenues increased by $0.7 million, or 56%, compared to 2021 due to a temporarily beneficial shift in license mix.

Patient Engagement revenues increased by $0.7 million, or 11%, compared to 2021 as escalating demand for patient engagement solutions continues to propel organic growth for Get Real Health's products and services.

Costs of Revenue (exclusive of amortization and depreciation)

Total costs of revenue (exclusive of amortization and depreciation) increased by $30.8 million compared to 2021. As a percentage of total revenues, costs of revenues (exclusive of amortization and depreciation) increased to 51% of revenues during 2022 from 48% during 2021.

Costs associated with our RCM revenues increased by $31.0 million, or 47%, in 2022, primarily driven by our recent acquisitions of TruCode and HRG. The remaining cost increases for RCM are organic in nature, caused by resource expansion necessitated by the growing customer base and improved patient volumes.

Costs associated with our EHR revenues decreased by $1.0 million, or 2%, in 2022, primarily driven by decreasing costs related to third-party content. These costs scale with overall customer counts, which contracted moderately during 2022.

Costs associated with our Patient Engagement revenues increased by $0.8 million, or 26%, compared to 2021. Increased labor costs related to investments aimed at aggressively addressing increasing demand for patient engagement solutions comprised the majority of the increase.

Product Development

Product development expenses consist primarily of compensation and other employee-related costs (including stock-based compensation) and infrastructure costs incurred, but not capitalized, for new product development and product enhancements. Product development costs decreased by $0.9 million, or 3%, as a $5.6 million increase in product development labor capitalization costs (pursuant to the previously disclosed change in our method of estimating the labor costs incurred in developing software assets requiring capitalization under ASC 350-40, *Internal Use Software*) was offset by increased costs related to our strategy to migrate to a public cloud environment. In addition, our recent acquisitions of TruCode and HRG resulted in a combined $1.9 million of product development expenses during 2022 compared to only $0.8 million in 2021.

Sales and Marketing

Sales and marketing costs increased by $5.2 million, or 23%, compared to 2021. 2022 marked the return of our in-person National Client Conference, which had migrated to virtual-only since the onset of the COVID-19 pandemic, resulting in incremental expense of $1.1 million. Resource expansion resulted in a $1.3 million increase in payroll costs and an improved sales environment resulted in a $0.6 million increase in commission expenses. Similarly, travel costs have increased by $0.3 million as travel patterns return to pre-COVID levels. Marketing program costs increased by $0.7 million due to more aggressive marketing of our solutions and services combined with specific campaigns to increase brand awareness for our portfolio of companies. In addition, our recent acquisitions of TruCode and HRG resulted in a combined increase in sales and marketing expense of $1.5 million in 2022, compared to only $0.4 million of additional sales and marketing expenses during 2021.

General and Administrative

General and administrative expenses increased by $6.5 million, or 13%, compared to 2021, mostly due to volatility in employee health claims coupled with an expanding employee base that resulted in a $4.1 million increase in employee benefits cost. In addition, our commitment to improving the employee experience and becoming an employer of choice resulted in a $1.9 million increase in human resources cost. Lastly, our recent acquisitions of TruCode and HRG resulted in a combined increase in general and administrative expenses of $2.9 million in 2022, compared to only $1.1 million of additional general and administrative expenses during 2021. Partially offsetting this aggregate $7.8 million increase in employee benefits, human resources, and acquisition-related costs was a $1.6 million decrease in bad debt expense due to generally improved collections experience and the lack of any severe collectability determinations for customers with large receivables balances.

Amortization & Depreciation

Combined amortization and depreciation expense increased by $6.5 million, or 38%, in 2022 primarily due to the amortization of intangibles acquired in the TruCode and HRG acquisitions and increased amortization of capitalized software development costs resulting from increases in the related capitalized software development asset balances.

Total Other Income (Expense)

Total other income (expense) increased to expense of $4.7 million during 2022 compared to expense of $1.6 million during 2021. A rising interest rate environment and a higher level of funded debt caused a $3.2 million increase in interest expense, which was partially offset by a $0.6 million gain on contingent consideration. During 2022, $0.6 million of the original $2.5 million contingent consideration estimated in determining the TruCode purchase price was reversed as TruCode's earnings over the earnout period were less than estimated on the date of acquisition.

Income Before Taxes

As a result of the foregoing factors, income before taxes decreased to $18.1 million in 2022, compared to $23.1 million in 2021.

Provision for Income Taxes

Our effective income tax rates for 2022 and 2021 were 12% and 20%, respectively. Lowered provision-to-return adjustments resulted in an incremental 3.5% decrease in our effective tax rate for 2022 compared to 2021, while the tax-free gain on contingent consideration and increased Work Opportunity Tax Credits resulted in an incremental decrease in our effective tax rate of 2.2% for 2022 compared to 2021.

Net Income

Net income for 2022 decreased by $2.6 million to $15.9 million, or $1.08 per basic and diluted share, compared with $18.4 million, or $1.26 per basic and diluted share, for 2021.

Supplemental Segment Information

Our reportable segments have been determined in accordance with ASC 280 - *Segment Reporting*. We have three reportable operating segments: RCM, EHR, and Patient Engagement. We evaluate each of our three operating segments based on segment revenues and segment adjusted EBITDA.

Adjusted EBITDA consists of GAAP net income (loss) as reported and adjusts for (i) deferred revenue purchase accounting adjustments arising from purchase allocation adjustments related to business acquisitions; (ii) depreciation expense; (iii) amortization of software development costs; (iv) amortization of acquisition-related intangible assets; (v) stock-based compensation; (vi) severance and other non-recurring charges; (vii) interest expense and other, net; (viii) impairment of goodwill; (ix) impairment of trademark intangibles; (x) (gain) loss on contingent consideration; and (xi) the provision (benefit) for income taxes. The segment measurements provided to and evaluated by the chief operating decision makers ("CODM") are described in Note 18 to the condensed consolidated financial statements. These results should be considered in addition to, and not as a substitute for, results reported in accordance with GAAP.

The following table presents a summary of the revenues and adjusted EBITDA of our three operating segments for the years ended December 31, 2022 and 2021.

	Year Ended December 31,		Change	
	2022	2021	$	%
(In thousands)				
Revenues by segment:				
RCM	$ 179,870	$ 131,242	$ 48,628	37 %
EHR	139,823	143,109	(3,286)	(2)%
Patient engagement	6,955	6,278	677	11 %
Adjusted EBITDA by segment:				
RCM	$ 35,219	$ 28,265	$ 6,954	25 %
EHR	22,507	26,505	(3,998)	(15)%
Patient engagement	(1,827)	(2,093)	266	13 %

Segment Revenues

Refer to the corresponding discussion of revenues for each of our reportable segments previously provided under the *Revenues* heading of this Management's Discussion and Analysis. There are no intersegment revenues to be eliminated in computing segment revenue.

Segment Adjusted EBITDA - Year Ended December 31, 2022 Compared with Year Ended December 31, 2021

RCM adjusted EBITDA increased by $7.0 million, or 25%, compared to 2021. Revenue growth of 37% was partially offset by a 47% increase in costs of revenues (exclusive of amortization and depreciation), as growth materialized from lower-margin, resource-intensive service lines. This direct labor headwind combined with expanded operating expenses to limit adjusted EBITDA growth despite this dramatic increase in revenues.

EHR adjusted EBITDA decreased by $4.0 million, or 15%, mostly due to the aforementioned decrease in revenues.

Patient Engagement adjusted EBITDA increased by $0.3 million, mostly due to the aforementioned increase in revenues.

Liquidity and Capital Resources

Sources of Liquidity

As of December 31, 2023, our principal sources of liquidity consisted of cash and cash equivalents of $3.8 million and our remaining borrowing capacity under the revolving credit facility of $24.3 million, compared to $7.0 million of cash and cash equivalents and $86.3 million of remaining borrowing capacity under the revolving credit facility as of December 31, 2022. In January 2016, we entered into a syndicated credit agreement which provided for a $125 million term loan facility and a $50 million revolving credit facility. On June 16, 2020, we entered into an Amended and Restated Credit Agreement that increased the aggregate principal amount of our credit facilities to $185 million, which included a $75 million term loan facility and a $110 million revolving credit facility. On May 2, 2022, we entered into a First Amendment to the Amended Restated Credit Agreement that further increased the aggregate principal amount of our credit facilities to $230 million, which included a $70 million term loan facility and a $160 million revolving credit facility.

As of December 31, 2023, we had $199.6 million in principal amount of indebtedness outstanding under the credit facilities. We believe that our cash and cash equivalents of $3.8 million as of December 31, 2023, our future operating cash flows, and our remaining borrowing capacity under the revolving credit facility of $24.3 million as of December 31, 2023, taken together, provide adequate resources to fund ongoing cash requirements for the next twelve months and beyond. We cannot provide assurance that our actual cash requirements will not be greater than we expect as of the date of filing of this Annual Report on Form 10-K. If sources of liquidity are not available or if we cannot generate sufficient cash flow from operations during the next twelve months, we may be required to obtain additional sources of funds through additional operational improvements, capital market transactions, asset sales or financing from third parties, a combination thereof or otherwise. We cannot provide assurance that these additional sources of funds will be available or, if available, would have reasonable terms. Aside from normal operating cash requirements, obligations under our Credit Agreement (as discussed below) and operating leases, and opportunistic uses of capital in share repurchases and business acquisition transactions, we do not have any material cash commitments or planned cash commitments. Although the Company currently has no obligations related to planned acquisitions, the Company's strategy includes the potential for future acquisitions, which may be funded through draws on the credit facilities or the use of the other sources of liquidity described above.

Operating Cash Flow Activities

Net cash provided by operating activities decreased by $31.3 million from $32.4 million for 2022 to $1.1 million for 2023, as the Company’s net income (loss) decreased by $61.7 million. The Company's net income excluding the significant non-cash expenses of amortization, depreciation, and impairment charges decreased by $20.2 million, mostly as significant restructuring events (such as our ongoing implementation of the Scaled Agile Framework® and related mid-year 2023 Voluntary Early Retirement Program) and acquisition activity (such as our October 2023 acquisition of Viewgol) resulted in incremental nonrecurring expenses of $17.7 million, as well as increased interest on the credit facility. This reduction in profit was met with detrimental changes in working capital as (i) net cash inflows related to financing receivables decreased by $3.5 million as we continue to work down receivable balances from previous years' transactions, and (ii) the timing of income tax payments resulted in a net $0.9 million cash outflow for 2023 compared to a net $3.9 million inflow for 2022. Significant cash outflows related to nonrecurring transactions and restructuring events had a significant impact on 2023 cash flows. As the cash effects of these events subside, the Company expects to have sufficient cash flow to satisfy ongoing obligations.

Investing Cash Flow Activities

Net cash used in investing activities decreased from $62.7 million during 2022 to $60.1 million during 2023. Most notably, we completed our $36.7 million acquisition of Viewgol during the fourth quarter of 2023. We completed our $43.4 million acquisition of HRG during the first quarter of 2022. Conversely, cash outflows related to capitalized software development efforts increased from $19.1 million in 2022 to $23.1 million in 2023 as our workload mix has shifted away from addressing deficiencies in legacy code related to existing applications towards adding features and functionalities to our cloud-native solutions and increased development efforts related to non-customer-facing, internal-use software.

Financing Cash Flow Activities

During 2023, our financing activities were a net source of cash in the amount of $55.9 million, as $67.0 million in borrowings from our revolving line of credit (most of which was used to fund our acquisition of Viewgol, with related transaction expenses), were partially offset by long-term debt principal payments of $8.5 million and $2.6 million used to repurchase shares of our common stock, which are treated as treasury stock. During 2022, our financing activities were a net source of cash in the amount of $25.9 million, as $48.0 million in borrowings from our revolving line of credit, used to fund our acquisition of HRG, with cash outflows mostly comprised of long-term debt principal payments of $8.9 million and $11.9 million used to repurchase shares of our common stock.

On September 4, 2020, our Board of Directors approved a stock repurchase program to repurchase up to $30.0 million in aggregate amount of the Company's outstanding shares of common stock through open market purchases, privately-negotiated transactions, or otherwise in compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as amended. On July 27, 2022, our Board of Directors extended the expiration of the stock repurchase program to September 4, 2024. These shares may be purchased from time to time throughout the duration of the stock repurchase program depending upon market conditions. Our ability to repurchase shares is subject to compliance with the terms of our Amended and Restated Credit Agreement. Concurrent with the authorization of this stock repurchase program, the Board of Directors opted to indefinitely suspend all quarterly dividends.

Credit Agreement

As of December 31, 2023, we had $63.9 million in principal amount outstanding under the term loan facility and $135.7 million in principal amount outstanding under the revolving credit facility. Each of our credit facilities continues to bear interest at a rate per annum equal to an applicable margin plus, at our option, either (1) the Adjusted SOFR rate for the relevant interest period, subject to a floor of 0.50%, (2) an alternate base rate determined by reference to the greater of (a) the prime lending rate of Regions, (b) the federal funds rate for the relevant interest period plus one half of one percent per annum and (c) the one month SOFR rate, subject to the aforementioned floor, plus one percent per annum, or (3) a combination of (1) and (2). The applicable margin for SOFR loans and the letter of credit fee ranges from 1.8% to 3.0%. The applicable margin for base rate loans ranges from 0.8% to 2.0%, in each case based on the Company's consolidated net leverage ratio.

Principal payments with respect to the term loan facility are due on the last day of each fiscal quarter beginning June 30, 2022, with quarterly principal payments of approximately $0.9 million through March 31, 2027, with maturity on May 2, 2027 or such earlier date as the obligations under the Amended and Restated Credit Agreement, as amended by the First Amendment, become due and payable pursuant to the terms of such agreement. Any principal outstanding under the revolving credit facility is due and payable on the maturity date.

Our credit facilities are secured pursuant to the Amended and Restated Credit Agreement, dated as of June 16, 2020, among the parties identified as obligors therein and Regions, as collateral agent, on a first priority basis by a security interest in substantially all of the tangible and intangible assets (subject to certain exceptions) of the Company and certain subsidiaries of the Company, as guarantors (collectively, the “Subsidiary Guarantors”), including certain registered intellectual property and the capital stock of certain of the Company’s direct and indirect subsidiaries. Our obligations under the Amended and Restated Credit Agreement are also guaranteed by the Subsidiary Guarantors.

The First Amendment provides incremental facility capacity of $75 million, subject to certain conditions. The Amended and Restated Credit Agreement, as amended by the First Amendment, includes a number of restrictive covenants that, among other things and in each case subject to certain exceptions and baskets, impose operating and financial restrictions on the Company and the Subsidiary Guarantors, including the ability to incur additional debt; incur liens and encumbrances; make certain restricted payments, including paying dividends on the Company's equity securities or payments to redeem, repurchase, or retire the Company's equity securities (which are subject to our compliance, on a pro forma basis to give effect to the restricted payment, with the fixed charge coverage ratio and consolidated net leverage ratio described below); enter into certain restrictive agreements; make investments, loans and acquisitions; merge or consolidate with any other person; dispose of assets; enter into sale and leaseback transactions; engage in transactions with affiliates; and materially alter the business we conduct. The First Amendment required the Company to maintain a minimum fixed charge coverage ratio of 1.25:1.00 throughout the duration of such agreement. Under the First Amendment, the Company is required to comply with a maximum consolidated net leverage ratio of 3.50:1.00. Further, under the First Amendment, in connection with any acquisition by the Company exceeding $25 million, the Company may elect to increase the maximum permitted consolidated net leverage ratio for the fiscal quarter in which the acquisition occurs and each of the following three fiscal quarters by 0.50:1.00 above the otherwise permitted maximum. If the consolidated net leverage ratio is less than 2.50:1.00, there is no limit on the amount of incremental facilities. The Amended and Restated Credit Agreement also contains customary representations and warranties, affirmative covenants and events of default. On March 10, 2023, the calculation of the fixed charge coverage ratio was amended to specifically exclude from the definition of fixed charges the Company's share repurchases conducted during the third and fourth quarters of 2022.

As of September 30, 2023, we were not in compliance with the fixed charge coverage ratio required by the Amended and Restated Credit Agreement. On November 8, 2023, the Company and the subsidiary guarantors entered into a Waiver with Regions Bank, as administrative agent, and various other lenders, which provided for a one-time waiver of this failure as an event of default. As of December 31, 2023, the Company was similarly not in compliance with the fixed charge coverage ratio required by the Amended and Restated Credit Agreement and a one-time waiver was provided in conjunction with the Fourth Amendment described below. On January 16, 2024, the definition of "Consolidated EBITDA" under the Amended and Restated Credit Agreement was modified to allow for more cost exclusions related to acquisitions and other nonrecurring events and to release American HealthTech, Inc. ("AHT") from its obligations as a Subsidiary Guarantor in connection with the closing of our sale of AHT. On February 29, 2024, the definition of "Consolidated EBITDA" was further amended, pursuant to the Fourth Amendment to the Amended and Restated Credit Agreement. The Fourth Amendment decreased the required consolidated fixed charge coverage ratio from 1.25:1.00 to 1.15:1.00 for each fiscal quarter ending March 31, 2024 through and including December 31, 2024.

Any failure by us to comply with this or another covenant in the future may result in an event of default. There can be no assurance that we will be able to continue to comply with this covenant or obtain amendments to avoid future covenant violations, or that such amendments will be available on commercially acceptable terms.

The First Amendment removed the requirement that the Company mandatorily prepay the credit facilities with excess cash flow generated during the prior fiscal year. The Company is permitted to voluntarily prepay the credit facilities at any time without penalty, subject to customary "breakage" costs with respect to prepayments of SOFR rate loans made on a day other than the last day of any applicable interest period.

Bookings

Bookings is a key operational metric used by management to assess the relative success of our sales generation efforts, and were as follows for the years ended December 31, 2023 and 2022, respectively:

(In thousands)	2023	2022
RCM[(1)]	$ 48,986	$ 48,065
EHR[(2)]	33,143	38,152
Patient engagement [(1)]	2,973	3,188
Total Bookings	$ 85,102	$ 89,405

[(1)] Generally calculated as the total contract price (for non-recurring, project-related amounts) and annualized contract value (for recurring amounts).

[(2)] Generally calculated as the total contract price (for system sales) including annualized contract value (for support) for perpetual license system sales and total contract price for SaaS sales.

RCM bookings were effectively flat for 2023, increasing only $0.9 million, or 2%, compared to 2022. Net-new bookings increased by $3.4 million, or 23%, while cross-sell bookings decreased by $3.5 million, or 12%, experiencing uncharacteristically high volatility as the pace of prospective sales decisions slowed. With the relative strength in net-new bookings effectively offset by declining cross-sell bookings, bookings for our Encoder product proved the difference in the year-to-year comparison, increasing by $1.1 million.

EHR bookings during 2023 decreased by $5.0 million, or 13%, compared to 2022, primarily due to a challenging decision environment for new Acute Care EHR system arrangements, including lower volumes for migration opportunities from Centriq (acquired in our 2016 acquisition of HHI) to Thrive, our flagship hospital EHR product.

Bookings for our nascent Patient Engagement business unit were effectively flat, decreasing by $0.2 million during 2023 compared to 2022.

Bookings represent our sales activity during the periods reported above. The amount and volume of pending contracts at the end of the period is described under "Business – Backlog." Some of the contracts in our backlog are subject to modification or cancellation at the convenience of the customer, or for default in the event that we are unable to perform under the contract. There can be no assurance that our bookings or backlog will result in actual revenue in any particular period, or at all, or that any contract included in backlog will be profitable.

Critical Accounting Policies and Estimates

General

Our discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. We are required to make some estimates and judgments that affect the preparation of these financial statements. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, but actual results may differ from these estimates under different assumptions or conditions.

Revenue Recognition

Revenue is recognized upon transfer of control of promised products or services to clients in an amount that reflects the consideration we expect to receive in exchange for those products and services. We enter into contracts that can include various combinations of products and services, which are generally distinct and accounted for as separate performance obligations. The Company employs the 5-step revenue recognition model under ASC 606, *Revenue from Contracts with Customers,* to: (1) identify the contract with the client, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the entity satisfies a performance obligation. Refer to Note 2 to the consolidated financial statements included herein for further discussion regarding our revenue recognition policies and significant judgments involved in our application of ASC 606. Although we believe that our approach to estimates and judgments regarding revenue recognition is reasonable, actual results could differ and we may be exposed to increases or decreases in revenue that could be material.

Allowance for Credit Losses

Trade accounts receivable are stated at the amount the Company expects to collect and do not bear interest. The collectability of trade receivable balances is regularly evaluated based on a combination of factors such as customer credit-worthiness, past transaction history with the customer, current economic industry trends and changes in customer payment patterns, resulting in the establishment of general reserves. Additionally, if it is determined that a customer will be unable to fully meet its financial obligation, such as in the case of a bankruptcy filing or other material event impacting its business, a specific allowance for credit losses may be recorded to reduce the related receivable to the amount expected to be recovered. Refer to Note 11 of the consolidated financial statements included herein for a detailed discussion about our credit loss accounting policy related to trade accounts receivable.

The Company has sold information and patient care systems to certain healthcare providers under short-term payment plans and sales-type leases. The Company establishes an allowance for credit losses for these financing receivables based on the historical level of customer defaults under such financing arrangements. Additionally, if it is determined that a customer will be unable to meet its financial obligation, such as in the case of a bankruptcy filing or other material event impacting its business, a specific allowances may be recorded to reduce the related receivable to the amount expected to be recovered.

Although we believe that that our approach to estimates and judgments regarding our allowance for credit losses is reasonable, actual results could differ and we may be exposed to increases or decreases in required allowances that could be material.

Business Combinations, including Purchased Intangible Assets

The Company accounts for business combinations at fair value. Acquisition costs are expensed as incurred and recorded in general and administrative expenses. Measurement period adjustments relate to adjustments to the fair value of assets acquired and liabilities assumed based on information that we should have known at the time of acquisition. All changes to purchase accounting that do not qualify as measurement period adjustments are included in current period earnings.

The fair value amount assigned to an intangible asset is based on an exit price from a market participant’s viewpoint, and utilizes data such as discounted cash flow analysis and replacement cost models. We review acquired intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable.

Goodwill is recorded as the difference, if any, between the aggregate consideration paid for an acquisition and the fair value of the identifiable net tangible and intangible assets acquired. Goodwill is not amortized but is evaluated for impairment annually or more frequently if indicators of impairment are present or changes in circumstances suggest that impairment may exist. We test annually for impairment as of October 1.

As part of our annual goodwill impairment test, we first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If we conclude that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, we conduct a quantitative goodwill impairment assessment which compares the fair value of the reporting unit with its carrying amount, including goodwill. If the carrying amount of the reporting unit exceeds its fair value, an impairment charge is recognized for the amount by which the carrying amount exceeds that reporting unit's fair value. If the fair value of the reporting unit exceeds its carrying amount, the goodwill of the reporting unit is not considered to be impaired.

Critical estimates in valuing certain intangible assets and the fair value of the reporting unit during goodwill impairment tests include, but are not limited to, identifying reporting units, historical and projected customer retention rates, anticipated growth in revenue from the acquired customers, and expected future cash outflows.

Significant judgments in testing goodwill for impairment also include assigning assets and liabilities to the reporting unit and determining the fair value of each reporting unit based on management's best estimates and assumptions, as well as other information compiled by management, including valuations that utilize customary valuation procedures and techniques.

Management's best estimates and assumptions are employed in determining the appropriateness of these assumptions as of the acquisition date and for each subsequent period.

Future business and economic conditions, as well as differences actually related to any of the assumptions, could materially affect the financial statements through impairment of goodwill or intangible assets, and acceleration of the amortization period of the purchased intangible assets, which are finite-lived assets.

As of October 1, 2023, the date of our most recent impairment test, the estimated fair value for our RCM reporting unit was substantially in excess of its carrying value, exceeding its carrying value by 48%. The estimated fair values of our Post-acute care EHR, Acute care EHR, and Patient Engagement reporting units were each below their respective carrying values, resulting in goodwill impairment charges of $2.2 million, $6.4 million, and $7.6 million, respectively. During the fourth quarter of 2023, the decision to accept an offer for the sale of AHT that was well below the related reporting unit's carrying value was considered a triggering event requiring reassessment of the Post-acute care EHR reporting unit's goodwill, resulting in an additional goodwill impairment charge of $19.7 million. Further, management considered the continued decrease in the Company's market capitalization since our most recent quantitative analysis dated October 1, 2023 to be a triggering event warranting a further quantitative goodwill impairment analysis as of December 31, 2023. As a result of this updated quantitative goodwill impairment analysis, management concluded that there was no further impairment to goodwill.

Software Development Costs

Software development costs are accounted for in accordance with ASC 350-40, *Internal-Use Software*. Under ASC 350-40, software development costs related to preliminary project activities and post-implementation and maintenance activities are expensed as incurred. We capitalize direct costs related to application development activities that are probable to result in additional functionality. Capitalized costs are amortized on a straight-line basis over five years. We test for impairment whenever events or changes in circumstances that could impact recoverability occur.

Estimates

The Company uses estimates to record certain other transactions and liabilities. These estimates are generally based on management's best judgment, past experience, and utilization of third party services such as actuarial and other expert services. Because these estimates are subjective and variable, actual results could differ significantly from these estimates. Significant estimates included in our financial statements include those for reserves related to uncertain tax positions, bad debt and credit allowances, legal liability exposure or lack thereof, accrued expenses, and (prior to 2023) self-insurance reserves under our health insurance plan.

Quantitative and Qualitative Disclosures about Market and Interest Rate Risk

Our exposure to market risk relates primarily to the potential fluctuations in the Secured Overnight Financing Rate ("SOFR") which replaced the British Bankers Association London Interbank Offered Rate ("LIBOR") as the new benchmark interest rate for our credit facilities. We had $199.6 million of outstanding borrowings under our credit facilities with Regions Bank at December 31, 2023. The term loan facility and revolving credit facility bear interest at a rate per annum equal to an applicable margin plus, at our option, either (1) the Adjusted SOFR rate for the relevant interest period, subject to a floor of 0.5%, (2) an alternate base rate determined by reference to the greatest of (a) the prime lending rate of Regions, (b) the federal funds rate for the relevant interest period plus one half of one percent per annum and (c) the one month SOFR rate, subject to the aforementioned floor, plus one percent per annum, or (3) a combination of (1) and (2). Accordingly, we are exposed to fluctuations in interest rates on borrowings under our credit facilities. A one hundred basis point change in interest rate on our borrowings outstanding as of December 31, 2023 would result in a change in interest expense of approximately $2.0 million annually.

We did not have investments as of December 31, 2023. We do not currently utilize derivative financial instruments to manage our interest rate risks.

Recent Accounting Pronouncements

There were no new accounting standards required to be adopted in 2023 that had a material impact on our consolidated financial statements, and we do not believe that any recently issued but not yet effective accounting standards, if adopted, would have a material impact on our consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this Item is contained in Item 7 herein under the heading "Quantitative and Qualitative Disclosures about Market and Interest Rate Risk."

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Index to Financial Statements

Index to Financial Statement Schedules

All other schedules to the financial statements required by Article 9 of Regulation S-X are not applicable and therefore have been omitted.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934. TruBridge, Inc.'s ("TruBridge") internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. TruBridge's internal control over financial reporting includes those policies and procedures that:

(i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of TruBridge;

(ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of TruBridge are being made only in accordance with authorizations of management and directors of TruBridge; and

(iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of TruBridge's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of TruBridge's internal control over financial reporting as of December 31, 2023. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in *Internal Control-Integrated Framework (2013)*.

Based on our assessment and those criteria, management believes that TruBridge maintained effective control over financial reporting as of December 31, 2023.

We excluded Viewgol, LLC ("Viewgol"), which was included in our consolidated financial statements, from our assessment of internal control over financial reporting as of December 31, 2023 because it was acquired by the Company in a purchase business combination on October 16, 2023. The acquired business of Viewgol excluded from our assessment represented approximately 9% of the Company's total assets as of December 31, 2023 and approximately 1% of the Company's consolidated total revenues for the year ended December 31, 2023.

The independent registered public accounting firm, Grant Thornton LLP, has audited the consolidated financial statements of the Company as of and for the year ended December 31, 2023, and has also issued its report on the effectiveness of the Company's internal control over financial reporting included in this report on page 65.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
TruBridge, Inc.:

Opinion on internal control over financial reporting
We have audited the internal control over financial reporting of TruBridge, Inc. (formerly known as Computer Programs and Systems, Inc.) (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Company as of and for the year ended December 31, 2023, and our report dated March 15, 2024 expressed an unqualified opinion on those financial statements.

Basis for opinion
The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting ("Management's Report"). Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Our audit of, and opinion on, the Company's internal control over financial reporting does not include the internal control over financial reporting of Viewgol, LLC ("Viewgol"), a wholly-owned subsidiary whose financial statements reflect total assets and revenues constituting 9% and 1%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2023. As indicated in Management's Report, Viewgol was acquired during 2023. Management's assertion on the effectiveness of the Company's internal control over financial reporting excluded internal control over financial reporting of Viewgol.

Definition and limitations of internal control over financial reporting
A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ GRANT THORNTON LLP

Atlanta, Georgia
March 15, 2024

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
TruBridge, Inc.:

Opinion on the financial statements
We have audited the accompanying consolidated balance sheets of TruBridge, Inc. (formerly known as Computer Programs and Systems, Inc.) (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023 and 2022, the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and financial statement schedule included under item 15(a) (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated March 15, 2024 expressed an unqualified opinion.

Basis for opinion
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical audit matter
The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgement. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill Impairment Assessment
As described further in Notes 2 and 12 to the financial statements, management evaluates goodwill for impairment on an annual basis as of October 1, or more frequently if impairment indicators exist, at the reporting unit level. Management estimated the fair values of its reporting units using a combination of the income and market approaches. The determination of the fair value of the reporting units requires management to make significant estimates and assumptions related to forecasts of future revenues, gross margin, EBITDA, and discount rates. We identified the goodwill impairment assessment of the Acute Care EHR, Post-acute Care EHR, Patient Engagement, and RCM reporting units as a critical audit matter.

The principal considerations for our determination that the goodwill impairment assessment of the Acute Care EHR, Post-acute Care EHR, Patient Engagement, and RCM reporting units is a critical audit matter is that changes in the assumptions related to forecasts of future revenues, gross margin, EBITDA, and discount rates could materially affect the determination of the fair value of the reporting unit, the amount of any goodwill impairment charge, or both. Management utilized significant judgment when estimating the fair value and carrying value of the reporting units. In turn, auditing management's judgments regarding forecasts of future revenues, gross margin, EBITDA, and the discount rates applied, involved a high degree of subjectivity due to the estimation uncertainty of management's significant judgments.

Our audit procedures related to the goodwill impairment assessment of the Acute Care EHR, Post-acute Care EHR, Patient Engagement, and RCM reporting units included the following, among others:

- We evaluated the design and tested the operating effectiveness of controls relating to the goodwill impairment assessment of the Acute Care EHR, Post-acute Care EHR, Patient Engagement, and RCM reporting units, including the controls over determination of the fair values of the reporting units.

- We tested management's process for determining the fair value and carrying value of the Acute Care EHR, Post-acute Care EHR, Patient Engagement, and RCM reporting units. This included evaluating the appropriateness of the valuation methods, testing the completeness, accuracy, and relevance of data used by management, and evaluating the reasonableness of management's significant assumptions, which included forecasted revenues, gross margin, and EBITDA. We tested whether these forecasts were reasonable and consistent with historical performance, third-party market data, and other evidence obtained in other areas of the audit.

- We tested the Company's discounted cash flow models for the Acute Care EHR, Post-acute Care EHR, Patient Engagement, and RCM reporting units with the assistance of valuation specialists, including the reasonableness of the utilized discount rate.

- We tested the Company's use of the market approach with the assistance of valuation specialists, including the reasonableness of the selected multiples.

/s/ GRANT THORNTON LLP

We have served as the Company’s auditor since 2004.

Atlanta, Georgia
March 15, 2024

TRUBRIDGE, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except per share data)

	December 31, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	$ 3,848	$ 6,951
Accounts receivable, net of allowance for credit losses of $3,631 and $2,854, respectively	59,723	51,311
Financing receivables, current portion, net (net of allowance for expected credit losses of $319 and $223, respectively)	3,997	4,474
Inventories	475	784
Prepaid income taxes	1,628	701
Prepaid expenses and other	15,807	10,338
Assets of held for sale disposal group	25,977	—
Total current assets	111,455	74,559
Property and equipment, net	8,974	9,884
Software development costs, net	39,139	27,257
Operating lease assets	5,192	7,567
Financing receivables, net of current portion (net of allowance for expected credit losses of $97 and $326, respectively)	1,226	3,312
Other assets, net of current portion	7,314	8,131
Intangible assets, net	89,213	102,000
Goodwill	171,909	198,253
Total assets	$ 434,422	$ 430,963
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 10,133	$ 7,035
Current portion of long-term debt	3,141	3,141
Deferred revenue	8,677	11,590
Accrued vacation	5,410	6,214
Other accrued liabilities	19,892	16,475
Liabilities of held for sale disposal group	977	—
Total current liabilities	48,230	44,455
Long-term debt, net of current portion	195,270	136,388
Operating lease liabilities	3,074	5,651
Deferred tax liabilities	1,230	12,758
Total liabilities	247,804	199,252
Stockholders' equity:		
Common stock, $0.001 par value per share; 30,000 shares authorized; 15,121 shares issued at December 31, 2023 and 14,913 shares issued at December 31, 2022	15	15
Additional paid-in capital	195,546	192,275
Retained earnings	8,132	53,921
Treasury stock, 572 shares at December 31, 2023 and 483 shares at December 31, 2022	(17,075)	(14,500)
Total stockholders' equity	186,618	231,711
Total liabilities and stockholders' equity	$ 434,422	$ 430,963

The accompanying notes are an integral part of these consolidated financial statements.

TRUBRIDGE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

	Year ended December 31,		
	2023	**2022**	**2021**
Revenues:			
RCM	$ 193,929	$ 179,870	$ 131,242
EHR	138,063	139,823	143,109
Patient engagement	7,443	6,955	6,278
Total revenues	339,435	326,648	280,629
Expenses:			
Costs of revenue (exclusive of amortization and depreciation):			
RCM	110,192	97,024	66,015
EHR	62,048	65,661	66,698
Patient engagement	3,628	3,856	3,068
Total costs of revenue (exclusive of amortization and depreciation)	175,868	166,541	135,781
Product development	37,246	31,898	32,809
Sales and marketing	28,049	27,131	21,978
General and administrative	76,153	54,965	48,481
Amortization	24,522	20,887	14,717
Depreciation	1,946	2,443	2,156
Goodwill impairment	35,913	—	—
Trademark impairment	2,342	—	—
Total expenses	382,039	303,865	255,922
Operating income (loss)	(42,604)	22,783	24,707
Other income (expense):			
Other income	745	1,178	1,529
Gain on contingent consideration	—	565	—
Loss on extinguishment of debt	—	(125)	—
Interest expense	(12,521)	(6,320)	(3,160)
Total other income (expense)	(11,776)	(4,702)	(1,631)
Income (loss) before taxes	(54,380)	18,081	23,076
Provision (benefit) for income taxes	(8,591)	2,214	4,646
Net income (loss)	$ (45,789)	$ 15,867	$ 18,430
Net income (loss) per share - basic	$ (3.15)	$ 1.08	$ 1.26
Net income (loss) per share - diluted	$ (3.15)	$ 1.08	$ 1.26
Weighted average shares outstanding used in per common share computations:			
Basic	14,187	14,356	14,290
Diluted	14,187	14,356	14,318

The accompanying notes are an integral part of these consolidated financial statements.

TRUBRIDGE, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	Common Shares	Common Stock	Additional Paid-in Capital	Retained Earnings	Treasury Stock	Total Stockholders' Equity
Balance at December 31, 2020	14,511	$ 15	$ 181,622	$ 19,624	$ (1,261)	$ 200,000
Net income	—	—	—	18,430	—	18,430
Issuance of restricted stock	229	—	—	—	—	—
Forfeiture of restricted stock	(6)	—	—	—	—	—
Stock-based compensation	—	—	5,457	—	—	5,457
Treasury stock purchases	—	—	—	—	(1,315)	(1,315)
Balance at December 31, 2021	14,734	$ 15	$ 187,079	$ 38,054	$ (2,576)	$ 222,572
Net income	—	—	—	15,867	—	15,867
Exercise of stock option	4	—	23	—	—	23
Issuance of restricted stock	189	—	—	—	—	—
Forfeiture of restricted stock	(14)	—	—	—	—	—
Stock-based compensation	—	—	5,173	—	—	5,173
Treasury stock purchases	—	—	—	—	(11,924)	(11,924)
Balance at December 31, 2022	14,913	$ 15	$ 192,275	$ 53,921	$ (14,500)	$ 231,711
Net income (loss)	—	—	—	(45,789)	—	(45,789)
Issuance of restricted stock	210	—	—	—	—	—
Forfeiture of restricted stock	(2)	—	—	—	—	—
Stock-based compensation	—	—	3,271	—	—	3,271
Treasury stock purchases	—	—	—	—	(2,575)	(2,575)
Balance at December 31, 2023	15,121	$ 15	$ 195,546	$ 8,132	$ (17,075)	$ 186,618

The accompanying notes are an integral part of these consolidated financial statements.

TRUBRIDGE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year ended December 31,		
	2023	**2022**	**2021**
Operating Activities			
Net income (loss)	$ (45,789)	$ 15,867	$ 18,430
Adjustments to net income (loss):			
Provision for bad debt	1,920	992	2,592
Deferred taxes	(11,305)	(6,688)	3,502
Stock based compensation	3,271	5,173	5,457
Depreciation	1,946	2,443	2,156
Amortization of acquisition-related intangibles	16,426	17,403	13,786
Amortization of software development costs	8,096	3,484	931
Amortization of deferred finance costs	359	332	293
Gain on contingent consideration	—	(565)	—
Goodwill impairment	35,913	—	—
Trademark impairment	2,342	—	—
Loss on extinguishment of debt	—	125	—
Loss on disposal of property and equipment	117	—	313
Non-cash operating lease costs	1,602	2,166	1,753
Changes in operating assets and liabilities (net of acquired assets and liabilities):			
Accounts receivable	(11,319)	(12,428)	(3,204)
Financing receivables	2,659	6,144	8,098
Inventories	309	71	229
Prepaid expenses and other	(4,554)	(2,930)	(3,914)
Accounts payable	3,075	(1,429)	(615)
Deferred revenue	(2,913)	61	2,099
Operating lease liabilities	(2,063)	(2,019)	(1,753)
Other liabilities	1,894	275	401
Prepaid income taxes/income taxes payable	(927)	3,898	(2,810)
Net cash provided by operating activities	1,059	32,375	47,744
Investing Activities			
Purchases of property and equipment	(346)	(270)	(920)
Purchase of business, net of cash received	(36,705)	(43,364)	(59,634)
Investment in software development	(23,059)	(19,097)	(9,365)
Net cash used in investing activities	(60,110)	(62,731)	(69,919)
Financing Activities			
Proceeds from long-term debt	—	575	—
Payments of long-term debt principal	(3,500)	(3,563)	(3,750)
Proceeds from revolving line of credit	67,023	48,000	61,000
Payments of revolving line of credit	(5,000)	(5,300)	(35,000)
Payments of contingent consideration	—	(1,935)	—
Proceeds from exercise of stock options	—	23	—
Treasury stock purchases	(2,575)	(11,924)	(1,315)
Net cash provided by financing activities	55,948	25,876	20,935
Decrease in cash and cash equivalents	(3,103)	(4,480)	(1,240)
Cash and cash equivalents at beginning of year	6,951	11,431	12,671
Cash and cash equivalents at end of year	$ 3,848	$ 6,951	$ 11,431

Continued on following page.

TRUBRIDGE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS - (Continued)
(In thousands)

	Year ended December 31,		
	2023	**2022**	**2021**
Supplemental disclosure of cash flow information:			
Cash paid for interest	$ 9,298	$ 5,863	$ 2,817
Cash paid for income taxes, net of refund	$ 3,659	$ 4,765	$ 3,503

The accompanying notes are an integral part of these consolidated financial statements.

TRUBRIDGE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023

1. NATURE OF OPERATIONS

Founded in 1979, TruBridge, Inc. ("TruBridge" or the "Company") is a leading provider of healthcare solutions and services for community hospitals, their clinics and other healthcare systems. Previously named Computer Programs and Systems, Inc., the Company changed its name to TruBridge, Inc. on March 4, 2024 in a Company-wide rebranding and legal entity consolidation. During 2023, TruBridge was the parent of ten companies – Evident, LLC ("Evident"), Healthland Holding Inc. ("HHI"), Healthland Inc., Rycan Technologies, Inc., American HealthTech, Inc. ("AHT"), TruBridge, LLC, iNetXperts, Corp d/b/a Get Real Health ("GRH"), TruCode LLC ("TruCode"), Healthcare Resource Group, Inc. ("HRG") and Viewgol, LLC ("Viewgol"). Our combined companies are focused on helping improve the health of the communities we serve, connecting communities for a better patient care experience, and improving the financial operations of our customers.

The Company operates its business in three operating segments, which are also our reportable segments: RCM, EHR, and Patient Engagement. These reporting segments contribute towards the combined focus of improving the health of the communities we serve as follows:

- The Revenue Cycle Management ("RCM") reporting segment focuses on providing a complete RCM solution for all care settings, regardless of their primary healthcare information solutions provider along with business management, consulting, managed IT services, analytics and business intelligence.
- The electronic health record ("EHR") segment provides comprehensive acute care solutions and related services for community hospitals and their physician clinics. AHT is one of the nation's largest providers of post-acute care EHR solutions and services for post-acute care facilities. In January 2024, the Company disposed of its interest in AHT, refer to Note 19 – Subsequent Events for more information.
- The Patient Engagement segment offers comprehensive patient engagement and empowerment technology solutions to improve patient outcomes and engagement strategies with care providers.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements of TruBridge include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated.

The Company has no items of other comprehensive income (loss) in any period presented. Therefore, as presented in the Company's statements of operations, net income (loss) equals comprehensive income (loss).

Cash and Cash Equivalents

Cash and cash equivalents can include time deposits and certificates of deposit with original maturities of three months or less that are highly liquid and readily convertible to a known amount of cash. These assets are stated at cost, which approximates market value, due to their short duration or liquid nature.

Change in Useful Lives of Intangible Assets

In accordance with its policy, the Company reviews the estimated useful lives of its intangible assets on an ongoing basis. This review indicated that the actual lives of certain developed technology were shorter than the estimated useful lives used for amortization purposes in the Company's financial statements. As a result, effective January 1, 2021, the Company changed its estimates of the useful lives of certain developed technology to better reflect the estimated periods during which these assets will remain in service. The remaining useful life of certain developed technology that was 3.25 years at January 1, 2021 was reduced to 2 years, while the remaining useful life of certain developed technology that was 4.25 years was reduced to 3 years. The effect of this change was to increase 2021 amortization expense by approximately $1.0 million and decrease 2021 net income and basic and diluted earnings per share by $0.8 million and $0.06, respectively.

Presentation

Commencing with the fourth quarter of 2022, the Company realigned its reporting structure due to certain organizational changes. As a result, the Company changed its three reportable segments from (i) TruBridge, (ii) Acute Care EHR, and (iii) Post-acute care EHR to (i) RCM, (ii) EHR, and (iii) Patient Engagement. All prior segment information has been recast to reflect the Company's new segment structure and current period presentation. Refer to Note 18 - Segment Reporting for more information.

Additional changes to the presentation of amounts within our condensed consolidated statements of income are as follows:

- During the first quarter of 2023, we identified certain costs related to the implementation of our cloud strategy and our security operations center that were recorded within the caption "Costs of revenue (exclusive of amortization and depreciation) - EHR" on our condensed consolidated statements of operations, that we determined do not solely contribute to the production of EHR products and services, but support the overall business. Consequently, effective January 1, 2023, certain costs related to the implementation of our cloud strategy, which were formerly included within the caption "Costs of revenue (exclusive of amortization and depreciation) - EHR," have been recorded as components of "Product development" expenses. In addition, certain costs related to the Company's security operations center, which were formerly included within the caption "Costs of revenue (exclusive of amortization and depreciation) - EHR," have been recorded as components of "General and administrative" expenses. Additionally, immaterial travel costs were reclassified from within the caption "Costs of revenue (exclusive of amortization and depreciation) - RCM" to "Product development" expenses. Amounts presented for the years ended December 31, 2022 and 2021 have been reclassified to conform to the current presentation.

- In addition, during the first quarter of 2023, we refined our operating expense allocation methodology to more accurately distribute the appropriate share of costs among operating segments. Amounts presented for the years ended December 31, 2022 and 2021 have been reclassified and are reflective of the current operating expense methodology in order to conform to the current presentation.

- During the third quarter of 2023, we changed the presentation of certain costs previously recorded within the expense captions of "Product development" and "General and administrative" to better comply with the disclosure requirements of Staff Accounting Bulletin Topic 11.B., *Miscellaneous Disclosure: Depreciation and Depletion Excluded from Cost of Sales.* These changes are summarized as follows:

    - Amortization expense associated with capitalized software development costs, previously recorded within the expense caption of "Product development," has been combined with amounts previously recorded within the expense caption "Amortization of acquisition-related intangibles" and reflected in a newly-presented expense caption of "Amortization."

    - Depreciation expense previously recorded within the expense caption of "General and administrative" has been reclassified within the newly-presented expense caption of "Depreciation."

    - The expense caption previously labelled as "Costs of sales" has been renamed "Costs of revenue (exclusive of amortization and depreciation)," with the previously reported reference to "Gross profit" removed from the current presentation.

The following table provides the amounts reclassified and the impact of applying the current operating expense allocation methodology for the years ended December 31, 2022 and 2021.

	December 31, 2022				
(in thousands)	As previously reported	Re-classifications	As reclassified	Impact of operating expense allocations	As currently reported
Costs of revenue (exclusive of amortization and depreciation)					
RCM	$ 97,010	$ 14	$ 97,024	$ —	$ 97,024
EHR	71,347	(3,054)	68,293	(2,632)	65,661
Other expenses					
Product development	30,926	(1,660)	29,266	2,632	31,898
General and administrative	56,192	(1,227)	54,965	—	54,965
Amortization of acquisition-related intangibles	17,403	(17,403)	—	—	—
Amortization	—	20,887	20,887	—	20,887
Depreciation	—	2,443	2,443	—	2,443

	December 31, 2021				
(in thousands)	As previously reported	Re-classifications	As reclassified	Impact of operating expense allocations	As currently reported
Costs of revenue (exclusive of amortization and depreciation)					
RCM	$ 66,015	$ —	$ 66,015	$ —	$ 66,015
EHR	70,664	(1,049)	69,615	(2,917)	66,698
Other expenses					
Product development	30,389	(497)	29,892	2,917	32,809
General and administrative	50,022	(1,541)	48,481	—	48,481
Amortization of acquisition-related intangibles	13,786	(13,786)	—	—	—
Amortization	—	14,717	14,717	—	14,717
Depreciation	—	2,156	2,156	—	2,156

Accounts Receivable and Allowance for Credit Losses

Trade accounts receivable are stated at the amount the Company expects to collect and do not bear interest. The Company establishes a general allowance for credit losses based on collections history. In the case of a bankruptcy filing or other similar event indicating the collectability of specific customer accounts is no longer probable, a specific allowance for credit losses may be recorded to reduce the related receivable to the amount expected to be recovered.

Financing Receivables

Financing receivables are comprised of short-term payment plans and sales-type leases. Short-term payment plans are stated at the amount the Company expects to collect and do not bear interest. Sales-type leases are initially recorded at the present value of the related minimum lease payments.

An allowance for credit losses has been established for our financing receivables based on the historical level of customer defaults under such arrangements. In the case of a bankruptcy filing or other similar event indicating the collectability of specific customer accounts is no longer probable, a specific reserve may be recorded to reduce the related receivable to the amount expected to be recovered. Customer payments are considered past due if a scheduled payment is not received

within contractually agreed upon terms, with amounts reclassified to accounts receivable when they become due. As a result, we evaluate the credit quality of our financing receivables on an ongoing basis utilizing an aging of receivables and write-offs, customer collection experience, the customer's financial condition and known risk characteristics impacting the respective customer base, as well as existing economic conditions, to determine if any further allowance is necessary. Amounts are specifically charged off once all available means of collection have been exhausted.

Inventories

Inventories are stated at lower of cost or net realizable value using the average cost method. The Company's inventories are comprised of computer equipment, forms and supplies.

Property and Equipment

Property and equipment is recorded at cost, less accumulated depreciation. Additions and improvements to property and equipment that materially increase productive capacity or extend the life of an asset are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. Upon retirement or other disposition of such assets, the related costs and accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

Depreciation expense is computed using the straight-line method over the asset's useful life, which is generally 5 years for computer equipment, furniture, and fixtures and 30 years for buildings. Leasehold improvements are depreciated over the shorter of the asset's useful life or the remaining lease term. The Company reviews for the possible impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Depreciation expense is reported in the consolidated statements of operations as a component of costs of sales and operating expenses.

Business Combinations

We apply business combination accounting when we acquire a business. Business combinations are accounted for at fair value. The associated acquisition costs are expensed as incurred and recorded in general and administrative expenses; restructuring costs associated with a business combination are expensed as incurred; contingent consideration is measured at fair value at the acquisition date, with changes in fair value after the acquisition date affecting earnings; changes in deferred tax asset valuation allowances and income tax uncertainties after the measurement period affect income tax expense; and goodwill is determined as the excess of the fair value of the consideration conveyed in the acquisition over the fair value of the net assets acquired. The accounting for business combinations requires estimates and judgments as to expectations for future cash flows of the acquired business, and the allocation of those cash flows to identifiable intangible assets, in determining the estimated fair value for assets and liabilities acquired. The fair values assigned to tangible and intangible assets acquired and liabilities assumed, are based on management's estimates and assumptions, including valuations that utilize customary valuation procedures and techniques. If the actual results differ from the estimates and judgments used in these estimates, the amounts recorded in the financial statements could result in a possible impairment of the intangible assets and goodwill, or require acceleration of the amortization expense of finite-lived intangible assets. The results of the acquired businesses' operations are included in the Consolidated Statements of Operations of the combined entity beginning on the date of the acquisition. We have applied this acquisition method to the transactions described in Note 3 - Business Combinations.

Goodwill

Goodwill is recorded as the difference, if any, between the aggregate consideration paid for an acquisition and the fair value of the identifiable net tangible and intangible assets acquired. Goodwill is not amortized but is evaluated for impairment annually or more frequently if indicators of impairment are present or changes in circumstances suggest that impairment may exist. We test annually for impairment as of October 1.

As part of our annual goodwill impairment test, we first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If we conclude that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, we conduct a quantitative goodwill impairment assessment, which compares the fair value of the reporting unit with its carrying amount, including goodwill. If the carrying amount of the reporting unit exceeds its fair value, an impairment charge is recognized for the amount by which the carrying amount exceeds the total amount of goodwill allocated to that reporting unit. If the fair value of the reporting unit exceeds its carrying amount, the goodwill of the reporting unit is not considered to be impaired.

Our reporting units assessed for impairment of goodwill include: RCM (formerly the "TruBridge" reporting unit), Acute Care EHR, Post-acute care EHR (comprised solely of AHT, which was disposed in January 2024), and Patient Engagement (formerly a component of our former "TruBridge" reporting unit). We did not identify any events or circumstances that would require interim goodwill impairment testing prior to October 1, 2023. Based on our assessment as of October 1, 2023, we determined that there was no impairment of goodwill for our RCM reporting unit. However, quantitative evaluations of the fair values of each of our remaining three reporting units, using a combination of the income and market valuation approaches, resulted in impairment conclusions as follows:

- Our Acute Care EHR reporting unit was assessed goodwill impairment charges of $6.4 million due to deteriorating market conditions, the related impact to the cost of capital, and lowered expectations regarding long-term margin potential.
- Our Post-acute care EHR reporting unit was assessed goodwill impairment charges of $2.2 million due to deteriorating market conditions, the related impact to the cost of capital, and revised expectations regarding the long-term persistence of elevated customer attrition levels.
- Our Patient Engagement reporting unit was assessed goodwill impairment charges of $7.6 million due to deteriorating market conditions, the related impact to the cost of capital, and revised expectations regarding long-term growth prospects as sales pipelines have been stubborn to develop to the robust levels previously anticipated.

During the fourth quarter of 2023, the decision to accept an offer for the sale of AHT that was well below the related reporting unit's carrying value was considered a triggering event requiring reassessment of the reporting unit's goodwill, resulting in an additional goodwill impairment charge of $19.7 million. Lastly, management considered the continued decrease in the Company's market capitalization since our most recent quantitative analysis dated October 1, 2023 to be a triggering event warranting a further quantitative goodwill impairment analysis as of December 31, 2023. As a result of this updated quantitative goodwill impairment analysis as of December 31, 2023, management concluded that there was no further impairment to goodwill.

We determined there was no impairment to goodwill as of December 31, 2022 or 2021.

Purchased Intangible Assets

Purchased intangible assets are acquired in connection with a business acquisition, and are amortized over their estimated useful lives based on the pattern of economic benefit expected from each asset. We concluded for certain purchased intangible assets that the pattern of economic benefit approximated the straight-line method, and therefore, the use of the straight-line method was appropriate, as the majority of the cash flows will be recognized ratably over the estimated useful lives and there is no degradation of the cash flows over time.

We assess the recoverability of intangible assets whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The carrying amount is not recoverable if it exceeds the undiscounted sum of cash flows expected to result from the use and eventual disposition of the asset. If the asset is not recoverable, the impairment loss is measured by the excess of the asset's carrying amount over its fair value. During the fourth quarter of 2023, the Company committed to the Company-wide rebranding and legal entity consolidation initiative that culminated in the change of the Company's corporate name to "TruBridge, Inc." on March 4, 2024. As a result of this initiative, it was expected that certain of the Company's brand names and related trademarks would cease to be used, resulting in total trademark impairment recorded during the year ended December 31, 2023 of $2.3 million. Of the total trademark impairment charge, $1.0 million is derived from our RCM segment, $1.2 million is derived from our EHR segment, and $0.1 million is derived from our Patient Engagement segment.

We determined there was no impairment to purchased intangible assets as of December 31, 2022 or 2021.

Revenue Recognition

Revenue is recognized upon transfer of control of promised products or services to clients in an amount that reflects the consideration we expect to receive in exchange for those products and services. We enter into contracts that can include various combinations of products and services, which are generally distinct and accounted for as separate performance obligations. The Company employs the 5-step revenue recognition model under Accounting Standards Codification 606, *Revenue from Contracts with Customers,* to: (1) identify the contract with the client, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the entity satisfies a performance obligation.

Revenue is recognized net of shipping charges and any taxes collected from clients, which are subsequently remitted to governmental authorities.

- ***Revenue Cycle Management***

  Our RCM business unit provides an array of business processing services ("BPS") consisting of accounts receivable management, private pay services, insurance services, medical coding, electronic billing, statement processing, payroll processing, and contract management. Fees are recognized over the period of the client contractual relationship as the services are performed based on the stand-alone selling price ("SSP"), net of discounts. SSP for BPS services is determined based on observable stand-alone selling prices. Fees for many of these services are invoiced, and revenue recognized accordingly, based on the volume of transactions or a percentage of client accounts receivable collections. Payment is due monthly for BPS with certain amounts varying based on utilization and/or volumes.

  Our RCM business unit also provides professional IT services. Revenue from professional IT services is recognized as the services are performed based on SSP, which is determined by observable stand-alone selling prices. Payment is due monthly as services are performed.

  Lastly, our RCM business unit also provides certain software solutions and related support under Software as a Service ("SaaS") arrangements and time-based software licenses. Revenue from SaaS arrangements is recognized in a manner consistent with SaaS arrangements for EHR software, as discussed below. Revenue from time-based software licenses is recognized upon delivery to the client (“point in time”) and revenue from non-license components (i.e., support) is recognized ratably over the respective contract term (“over time”). SSP for time-based licenses is determined using the residual approach, while the non-license component is based on cost plus reasonable margin.

- ***Electronic Health Records***

  The Company enters into contractual obligations to sell perpetual software licenses, installation, conversion, and related training services, software application support, hardware, and hardware maintenance services to acute care community hospitals and post-acute providers.

  - **Non-recurring Revenues**

    - Perpetual software licenses and installation, conversion, and related training services are not considered separate and distinct performance obligations due to the proprietary nature of our software and are, therefore, accounted for as a single performance obligation on a module-by-module basis. Revenue is recognized as each module's implementation is completed based on the module's SSP, net of discounts. We determine each module's SSP using the residual method. Fees for licenses and installation, conversion, and related training services are typically due in three installments: (1) at placement of order, (2) upon installation of software and commencement of training, and (3) upon satisfactory completion of monthly accounting cycle or end-of-month operation by application and as applicable for each application. Often, short-term and/or long-term financing arrangements are provided for software implementations; refer to Note 11 - Financing Receivables for further information. EHR implementations include a system warranty that terminates thirty days from the software go-live date, the date which the client begins using the system in a live environment.

    - Hardware revenue is recognized separately from software licenses at the point in time it is delivered to the client. The SSP of hardware is cost plus a reasonable margin and revenue is recognized on a gross basis. Payment is generally due upon delivery of the hardware to the client. Standard manufacturer warranties apply to hardware.

  - **Recurring Revenues**

    - Software application support and hardware maintenance services sold with software licenses and hardware are separate and distinct performance obligations. Revenue for support and maintenance services is recognized based on SSP, which is the renewal price, ratably over the life of the contract, which is generally three to five years. Payment is due monthly for support and maintenance services provided.

- Subscriptions to third-party content revenue is recognized as a separate performance obligation ratably over the subscription term based on SSP, which is cost plus a reasonable margin, and revenue is recognized on a gross basis. Payment is due monthly for subscriptions to third party content.

- SaaS arrangements for EHR software and related conversion and training services are considered a single performance obligation. Revenue is recognized on a monthly basis as the SaaS service is provided to the client over the contract term. Payment is due monthly for SaaS services provided.

  Refer to Note 18 of the consolidated financial statements for further information, including revenue by client base (acute care or post-acute care) bifurcated by recurring and non-recurring revenue.

- ***Patient Engagement***

  The Company enters into contractual obligations to sell perpetual and term-based software licenses, implementation and customization professional services, and software application support services to a variety of healthcare organizations including hospital systems, health ministries, and government and non-profit organizations.

  - **Non-recurring Revenues**

    - Perpetual software licenses are sold only to one re-seller client and are considered a separate and distinct performance obligation. Revenue is recognized at the point in time perpetual licenses are delivered to the client, which occurs at the time of sale. The SSP of perpetual licenses is directly observable. Payment is generally due upon delivery of licenses.

    - Implementation and customization services are considered a separate and distinct performance obligation. Revenue is recognized over time based on SSP, which is generally directly observable. Payment for professional services is typically due in two installments: (1) upon signature of the agreement and (2) upon customer acceptance of the delivered services.

  - **Recurring Revenues**

    - Term-based software licenses are considered a separate and distinct performance obligation. Revenue is recognized based on SSP, which is directly observable, at the point in time the term-based licenses are delivered to the client or upon annual renewal. Payment is generally due upon delivery of licenses or upon annual renewal.

    - Software application support services sold with software licenses are separate and distinct performance obligations. The related revenues are recognized based on SSP, which is the renewal price, ratably over the life of the contract, which is generally three to five years. Payment is generally due for the full amount of annual support fees at the beginning of an annual license term.

      Refer to Note 18 of the consolidated financial statements for further information.

- ***Deferred Revenue***

  Deferred revenue represents amounts invoiced to clients for which the services under contract have not been completed and revenue has not been recognized, including annual renewals of certain software subscriptions and customer deposits for implementations to be performed at a later date. Revenue is recognized ratably over the life of the software subscriptions as services are provided and at the point-in-time when implementations have been completed.

The following table details deferred revenue for the years ended December 31, 2023 and 2022, included in the consolidated balance sheets:

	For years ended December 31,	
(In thousands)	2023	2022
Beginning balance	$ 11,590	$ 11,529
Deferred revenue recorded	17,192	25,579
Less deferred revenue recognized as revenue	(20,105)	(25,518)
Ending balance	$ 8,677	$ 11,590

The deferred revenue recorded for the years ended December 31, 2023 and 2022 is comprised primarily of the annual renewals of certain software subscriptions billed during the first quarter of each year and deposits collected for future EHR installations. The deferred revenue recognized as revenue during the years ended December 31, 2023 and 2022 is comprised primarily of the periodic recognition of annual renewals that were deferred until earned and deposits for future EHR installations that were deferred until earned.

- ***Costs to Obtain and Fulfill a Contract with a Customer***

Costs to obtain a contract include the commission costs related to SaaS and RCM arrangements, which are capitalized and amortized ratably over the expected life of the customer. As a practical expedient, we generally recognize the incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset would have been one year or less. Costs to obtain a contract are expensed within sales and marketing expenses in the accompanying consolidated statements of operations.

Contract fulfillment costs related to the implementation of SaaS arrangements are capitalized and amortized ratably over the expected life of the customer. Costs to fulfill contracts consist of the payroll costs for the implementation of SaaS arrangements, including time for training, conversion, and installation that is necessary for the software to be utilized. Contract fulfillment costs are expensed within the caption "Electronic health record - Cost of sales" in the accompanying consolidated statements of operations.

Costs to obtain and fulfill contracts related to SaaS and RCM arrangements are included within the "Prepaid expenses and other" and "Other assets, net of current portion" line items on our consolidated balance sheets.

The following table details costs to obtain and fulfill contracts with customers for the years ended December 31, 2023 and 2022, included in the consolidated balance sheets:

	For years ended December 31,	
(In thousands)	2023	2022
Beginning balance	$ 11,577	$ 7,312
Costs to obtain and fulfill contracts capitalized	7,390	11,361
Less costs to obtain and fulfill contracts recognized as expense	(5,852)	(7,096)
Ending balance	$ 13,115	$ 11,577

- ***Significant Judgments***

Our contracts with clients often include promises to transfer multiple products and services. Determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment.

Judgment is required to determine SSP for each distinct performance obligation. We use observable SSP for items that are sold on a stand-alone basis to similarly situated clients at unit prices within a sufficiently narrow range. For performance obligations that are sold to different clients for a broad range of amounts, or for performance obligations that are never sold on a stand-alone basis, the residual method in determining SSP is applied and requires significant judgment.

Allocating the transaction price, including estimating SSP of promised goods and services for contracts with discounts or variable consideration, may require significant judgment. Due to the short time frame of the implementation cycle, discount allocation is immaterial as revenue is recognized net of discounts within the same reporting period. In scenarios where the Company enters into a contract that includes both a software

license and BPS or other services that are charged based on volume of services rendered, the Company allocates variable amounts entirely to a distinct good or service. The terms of the variable payment relate specifically to the entity's efforts to satisfy that performance obligation.

Significant judgment is required in determining the expected life of a customer relationship, which is the amortization period for costs to obtain and fulfill a contract that have been capitalized. The Company determined that the expected life of the customer relationship is not materially different from the initial contract term based on the characteristics of the SaaS offering.

- ***Remaining Performance Obligations***

  Disclosures regarding remaining performance obligations are not considered material as the overwhelming majority of the Company's remaining performance obligations either (a) are related to contracts with an expected duration of one year or less, or (b) exhibit revenue recognition in the amount to which the Company has the right to invoice.

Although we believe that our approach to estimates and judgments regarding revenue recognition is reasonable, actual results could differ, and we may be exposed to increases or decreases in revenue that could be material.

Stock-Based Compensation

The Company accounts for stock-based compensation according to the provisions of ASC 718, *Compensation – Stock Compensation*, which establishes accounting for stock-based awards exchanged for employee services. Accordingly, stock-based compensation cost is measured at the grant date based on the fair value of the award, and is recognized as an expense over the employee's or non-employee director's requisite service period.

Software Development Costs

Our software solutions are offered to our clients through SaaS delivery models, traditional perpetual licenses, and term licenses. Development costs associated with the solutions offered exclusively through a SaaS model are accounted for in accordance with ASC 350-40, *Internal Use Software*. All other client solution development costs are accounted for in accordance with ASC 985-20, *Costs of Software to be Sold, Leased, or Marketed*.

Under ASC 350-40, software development costs related to preliminary project activities and post-implementation and maintenance activities are expensed as incurred. We capitalize direct costs related to application development activities that are probable to result in additional functionality. Capitalized costs are amortized on a straight-line basis over five years. We test for impairment whenever events or changes in circumstances that could impact recoverability occur.

Under ASC 985-20, software development costs incurred in creating computer software solutions are expensed until technological feasibility has been established upon completion of a detailed program design or, in the absence of a detailed program design, upon completion of a product design and working model of the software product. Thereafter, all software development costs incurred through the software's general release date are capitalized and subsequently recorded at the lower of amortized cost or net realizable value. Capitalized costs are amortized based on the current and expected future revenue for each software solution with minimum annual amortization equal to the straight-line amortization over the estimated economic life of the solution, which is estimated to be five years.

See Note 5 to the consolidated financial statements for further information relating to our software development costs.

Income Taxes

We account for income taxes in accordance with ASC 740, *Accounting for Income Taxes*. Under this topic, deferred income taxes are determined utilizing the asset and liability approach. This method gives consideration to the future tax consequences associated with differences between financial accounting and tax bases of assets and liabilities. The effect on the deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. We recognize interest and penalties accrued related to unrecognized tax benefits in the consolidated statements of operations as a component of the provision for income taxes.

We also make a provision for uncertain income tax positions in accordance with the ASC 740, *Accounting for Income Taxes*. These provisions require that a tax position taken in a tax return be recognized in the financial statements when it is more likely than not (i.e., a likelihood of more than fifty percent) that the position would be sustained upon examination by

tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon settlement. The topic also requires that changes in judgment that result in subsequent recognition, derecognition, or change in a measurement date of a tax position taken in a prior annual period (including any related interest and penalties) be recognized as a discrete item in the interim period in which the change occurs.

Valuation allowances are recorded when, in the opinion of management, it is more likely than not that all or a portion of the deferred tax assets will not be realized. These valuation allowances can be impacted by changes in tax laws, changes to statutory tax rates, and future taxable income, and are based on our judgment, estimates, and assumptions.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires that management make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements, and the reported revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Segment Reporting

Operating segments are identified as components of an enterprise about which separate discrete financial information is evaluated by the chief operating decision maker, which we refer to as the "CODM", or decision-making group in assessing performance and making decisions regarding resource allocation. The Company has prepared operating segment information based on the manner in which management disaggregates the Company's operations for making internal operating decisions. For more information, see Note 18 - Segment Reporting.

New Accounting Standards Adopted in 2023

There were no new accounting standards required to be adopted in 2023 that would have a material impact on our consolidated financial statements.

New Accounting Standards Yet to be Adopted

We do not believe that any recently issued but not yet effective accounting standards, if adopted, would have a material impact on our consolidated financial statements.

3. BUSINESS COMBINATIONS

Acquisition of Viewgol, LLC

On October 16, 2023, we acquired all of the assets and liabilities of Viewgol, LLC (“Viewgol”), a Delaware limited liability company, pursuant to a Securities Purchase Agreement dated October 16, 2023. Based in Frisco, Texas, Viewgol is a provider of ambulatory RCM analytics and complementary outsourcing services with an extensive offshore presence we intend to leverage and grow to accommodate the growing demand for RCM services by our pre-existing acute care customers.

Consideration for the acquisition included cash (net of cash of the acquired entity) of $36.7 million (inclusive of seller's transaction expenses). Also included in the acquisition consideration were contingent earnout payments of (i) up to $21.5 million based on the Viewgol business achieving earnings before interest, taxes, depreciation, and amortization (“EBITDA”) of $6.0 million or more during fiscal year 2024 (the “EBITDA Earnout Amount”), and (ii) up to $10.0 million based on the number of productive agents the Viewgol business hires in India in fiscal year 2024 (the “Offshore Earnout Amount”); provided, however, that none of the Offshore Earnout Amounts may be earned if the EBITDA Earnout Amount’s minimum EBITDA threshold of $6.0 million is not achieved during fiscal 2024. During 2023, we incurred approximately $4.7 million of pre-tax acquisition expenses in our consolidated statements of operations.

Our acquisition of Viewgol was treated as a purchase in accordance with ASC 805, *Business Combinations*, which requires allocation of the purchase price to the estimated fair values of assets and liabilities acquired in the transaction. Our allocation of the purchase price was based on management's judgment after evaluating several factors, including a valuation assessment.

The allocation of the purchase price paid for Viewgol was as follows:

(In thousands)	Purchase Price Allocation
Acquired cash	$ 1,449
Accounts receivable	2,233
Prepaid expenses	132
Property and equipment	1,112
Intangible assets	17,720
Goodwill	17,263
Accounts payable and accrued liabilities	(711)
Contingent consideration	(1,044)
Net assets acquired	$ 38,154

The intangible assets in the table above are being amortized on a straight-line basis over their estimated useful lives. The amortization is included in amortization of acquisition-related intangibles in our consolidated statements of operations.

The fair value measurements of tangible and intangible assets and liabilities (including those related to contingent consideration) were based on significant inputs not observable in the market and thus represent Level 3 measurements within the fair value measurement hierarchy (see Note 17 - Fair Value). Level 3 inputs included, among others, discount rates that we estimated would be used by a market participant in valuing these assets and liabilities, projections of revenues and cash flows, client attrition rates and market comparables.

Our consolidated statement of operations for the year ended December 31, 2023 includes revenues and earnings of approximately $3.8 million and $0.3 million, respectively, attributed to the acquired business since the October 16, 2023 acquisition date.

The following unaudited pro forma revenue, net income and earnings per share amounts for the years ended December 31, 2023 and 2022 give effect to the Viewgol acquisition as if it had been completed on January 1, 2022. The pro forma financial information is presented for illustrative purposes only and is not necessarily indicative of what the operating results actually would have been during the periods presented had the Viewgol acquisition been completed on January 1, 2022. In addition, the unaudited pro forma financial information does not purport to project future operating results. The pro forma information does not fully reflect: (1) any anticipated synergies (or costs to achieve synergies) or (2) the impact of non-recurring items directly related to the Viewgol acquisition.

	Year Ended December 31,	
(In thousands, except per share data, unaudited)	2023	2022
Pro forma revenues	$ 351,731	$ 338,009
Pro forma net income	$ (47,735)	$ 15,536
Pro forma diluted earnings per share	$ (3.36)	$ 1.10

Pro forma net income was calculated by adjusting the results for the applicable period to reflect (i) the additional amortization that would have been charged assuming the fair value adjustments to intangible assets had been applied on January 1, 2022 and (ii) the pro forma adjustment to interest expense as a result of utilizing revolver debt to finance the acquisition.

Acquisition of Healthcare Resource Group

On March 1, 2022, we acquired all of the assets and liabilities of Healthcare Resource Group, Inc., a Washington corporation ("HRG"), pursuant to a Stock Purchase Agreement dated March 1, 2022. Based in Spokane, Washington, HRG is a leading provider of customized RCM solutions and consulting services that enable hospitals and clinics to improve efficiency, profitability, and patient satisfaction.

Consideration for the acquisition included cash (net of cash of the acquired entity) of $43.6 million (inclusive of seller's transaction expenses). During 2022, we incurred approximately $1.2 million of pre-tax acquisition costs in connection with the acquisition of HRG. Acquisition costs are included in general and administrative expenses in our consolidated statements of operations.

Our acquisition of HRG was treated as a purchase in accordance with ASC 805, *Business Combinations*, which requires allocation of the purchase price to the estimated fair values of assets and liabilities acquired in the transaction. Our allocation of the purchase price was based on management's judgment after evaluating several factors, including a valuation assessment.

The allocation of the purchase price paid for HRG was as follows:

(In thousands)	Purchase Price Allocation
Acquired cash	$ 3,989
Accounts receivable	5,655
Prepaid expenses	398
Property and equipment	467
Other assets	73
Intangible assets	24,200
Operating lease assets	1,315
Goodwill	20,750
Accounts payable and accrued liabilities	(2,403)
Deferred taxes, net	(5,565)
Operating lease liability	(1,315)
Net assets acquired	$ 47,564

The intangible assets in the table above are being amortized on a straight-line basis over their estimated useful lives. The amortization is included in amortization of acquisition-related intangibles in our consolidated statements of operations.

The fair value measurements of tangible and intangible assets and liabilities were based on significant inputs not observable in the market and thus represent Level 3 measurements within the fair value measurement hierarchy (see Note 17 - Fair Value). Level 3 inputs included, among others, discount rates that we estimated would be used by a market participant in valuing these assets and liabilities, projections of revenues and cash flows, client attrition rates and market comparables.

Acquisition of TruCode

On May 12, 2021, we acquired all of the assets and liabilities of TruCode LLC, a Virginia limited liability company ("TruCode"), pursuant to a Stock Purchase Agreement dated May 12, 2021. Based in Alpharetta, Georgia, TruCode provides configurable, knowledge-based software that gives coders, clinical documentation improvement specialists and auditors the flexibility to code according to their knowledge, preferences and experience. The cloud-based medical coding solution is bundled with our RCM solutions and services to enhance revenue cycle performance for healthcare organizations of all sizes.

Consideration for the acquisition included cash (net of cash of the acquired entity) of $59.9 million (inclusive of seller's transaction expenses), plus a contingent earnout payment of up to $15.0 million tied to TruCode's EBITDA (subject to certain pro-forma adjustments) for the twelve- month period concluding on the anniversary date of the acquisition. During 2022, the related contingent earnout payment was finalized and paid to the former shareholders of TruCode in the amount of $1.9 million. During 2021, we incurred approximately $0.9 million of pre-tax acquisition costs in connection with the acquisition of TruCode. Acquisition costs are included in general and administrative expenses in our consolidated statements of operations.

Our acquisition of TruCode was treated as a purchase in accordance with ASC 805, *Business Combinations*, which requires allocation of the purchase price to the estimated fair values of assets and liabilities acquired in the transaction. Our

allocation of the purchase price was based on management's judgment after evaluating several factors, including a valuation assessment.

The allocation of the purchase price paid for TruCode was as follows:

(In thousands)	Purchase Price Allocation
Acquired cash	$ 4,249
Accounts receivable	924
Prepaid expenses	2
Intangible assets	37,300
Goodwill	27,287
Accounts payable and accrued liabilities	(1,840)
Contingent consideration	(2,500)
Deferred revenue	(1,300)
Net assets acquired	$ 64,122

The intangible assets in the table above are being amortized on a straight-line basis over their estimated useful lives. The amortization is included in amortization of acquisition-related intangibles in our consolidated statements of operations.

The fair value measurements of tangible and intangible assets and liabilities (including those related to contingent consideration) were based on significant inputs not observable in the market and thus represent Level 3 measurements within the fair value measurement hierarchy (see Note 17 - Fair Value). Level 3 inputs included, among others, discount rates that we estimated would be used by a market participant in valuing these assets and liabilities, projections of revenues and cash flows, client attrition rates and market comparables.

4. PROPERTY AND EQUIPMENT

Property and equipment were comprised of the following at December 31, 2023 and 2022:

(In thousands)	2023	2022
Land	$ 2,848	$ 2,848
Buildings and improvements	8,481	8,320
Computer equipment	10,104	8,228
Leasehold improvements	631	783
Office furniture and fixtures	586	1,008
Automobiles	18	18
	22,668	21,205
Less: accumulated depreciation	(13,694)	(11,321)
Property and equipment, net	$ 8,974	$ 9,884

5. SOFTWARE DEVELOPMENT

Software development costs are accounted for in accordance with ASC 350-40, *Internal-Use Software* and ASC 985-20, *Costs of Software to be Sold, Leased, or Marketed.* We capitalize incurred labor costs for software development from the time the preliminary project phase is completed until the software is available for general release. Research and development costs and other computer software maintenance costs related to software development are expensed as incurred. We estimate the useful life of our capitalized software and amortize its value on a straight-line basis over that estimated life, which is estimated to be five years. If the actual useful life of the asset is determined to be shorter than our estimated useful life, we will amortize the remaining book value over the remaining useful life, or the asset may be deemed to be impaired and, accordingly, a write-down of the value of the asset may be recorded as a charge to earnings. Amortization begins when the related features are placed in service.

Software development costs, net was comprised of the following at December 31, 2023 and 2022:

(In thousands)	2023	2022
Software development costs	$ 51,349	$ 31,789
Less: accumulated amortization	(12,210)	(4,532)
Software development costs, net	$ 39,139	$ 27,257

6. OTHER ACCRUED LIABILITIES

Other accrued liabilities were comprised of the following at December 31, 2023 and 2022:

(In thousands)	2023	2022
Salaries and benefits	$ 5,194	$ 8,430
Severance	5,806	2,504
Commissions	1,185	1,280
Self-insurance reserves	—	1,358
Contingent consideration	1,044	—
Other	4,859	840
Operating lease liabilities, current portion	1,804	2,063
Other accrued liabilities	$ 19,892	$ 16,475

7. NET INCOME PER SHARE

The Company presents basic and diluted earnings per share ("EPS") data for its common stock. Basic EPS is calculated by dividing the net income (loss) attributable to stockholders of the Company by the weighted average number of shares of common stock outstanding during the period. Diluted EPS is determined by adjusting the net income attributable to stockholders of the Company and the weighted average number of shares of common stock outstanding during the period for the effects of all dilutive potential common shares, including awards under stock-based compensation arrangements.

The Company's unvested restricted stock awards (see Note 9) are considered participating securities under ASC 260, *Earnings Per Share*, because they entitle holders to non-forfeitable rights to dividends until the awards vest or are forfeited. When a company has a security that qualifies as a "participating security," the Codification requires the use of the two-class method when computing basic EPS. The two-class method is an earnings allocation formula that determines EPS for each class of common stock and participating security according to dividends declared (or accumulated) and participation rights in undistributed earnings. In determining the amount of net income to allocate to common stockholders, income is allocated to both common stock and participating securities based on their respective weighted average shares outstanding for the period, with net income attributable to common stockholders ultimately equaling net income less net income attributable to participating securities. Diluted EPS for the Company's common stock is computed using the more dilutive of the two-class method or the treasury stock method.

The following is a calculation of the basic and diluted EPS for the Company's common stock, including a reconciliation between net income and net income attributable to common stockholders for the years ended December 31, 2023, 2022, and 2021:

(In thousands, except for per share data)	2023	2022	2021
Basic EPS			
Numerator			
Net income (loss)	$ (45,789)	$ 15,867	$ 18,430
Less: Net income (loss) attributable to participating securities	1,030	(311)	(409)
Net income (loss) attributable to common stockholders	$ (44,759)	$ 15,556	$ 18,021
Denominator			
Weighted average shares outstanding used in basic per common share computations	14,187	14,356	14,290
Basic EPS	$ (3.15)	$ 1.08	$ 1.26
Diluted EPS			
Numerator			
Net income (loss) attributable to common stockholders for diluted EPS	$ (44,759)	$ 15,556	$ 18,021
Denominator			
Weighted average shares outstanding used in basic per common share computations	14,187	14,356	14,290
Weighted average effect of dilutive securities:			
Performance share awards	—	—	28
Weighted average shares outstanding used in diluted per common share computations	14,187	14,356	14,318
Diluted EPS	$ (3.15)	$ 1.08	$ 1.26

8. INCOME TAXES

The Company accounts for income taxes in accordance with ASC 740, *Accounting for Income Taxes*. These provisions require a company to determine whether it is more likely than not that a tax position will be sustained upon examination based on the technical merits of the position. If the more-likely-than-not threshold is met, a company must measure the tax position to determine the amount to recognize in the financial statements. The Company did not have any material unrecognized tax positions as of December 31, 2023 and 2022.

The federal returns for tax years 2020 through 2022 remain open to examination, and the tax years 2019 through 2022 remain open to examination by certain other taxing jurisdictions to which the Company is subject. Additional years may be open to the extent attributes are being carried forward to an open year.

Deferred income taxes arise from the temporary differences in the recognition of income and expenses for tax purposes. A valuation allowance is established when the Company believes that it is more likely than not that some portion of its deferred tax assets will not be realized.

Deferred tax assets and liabilities were comprised of the following at December 31, 2023 and 2022:

(In thousands)	2023	2022
Deferred tax assets:		
Accounts receivable and financing receivables	$ 871	$ 877
Stock-based compensation	1,275	1,909
Deferred revenue	367	1,002
Research expenditures	16,496	9,779
Accrued severance	890	490
Right of use asset	952	1,848
Other	2,770	814
Net operating loss	3,656	3,738
Deferred tax assets	27,277	20,457
Less: Valuation allowance	604	604
Total deferred tax assets	$ 26,673	$ 19,853
Deferred tax liabilities:		
Intangible assets	$ 14,477	$ 20,941
Accrued liabilities and other	12,127	9,259
Fixed assets	254	527
Right of use liability	1,045	$ 1,884
Total deferred tax liabilities	$ 27,903	$ 32,611
Total net deferred tax liability	$ (1,230)	$ (12,758)

Under the Tax Cuts and Jobs Act, Internal Revenue Code ("IRC") Section 174 amended the federal tax treatment of research or experimental expenditures paid or incurred during the tax year, which allowed for expensing of such costs in the year incurred for federal income tax purposes. Effective for the 2022 tax year, taxpayers are required to capitalize and amortize specified research or experimental expenditures over a five-year period. As a result of the change to IRC Section 174, a deferred tax asset of $9.8 million was recorded for the tax year ended December 31, 2022.

Significant components of the income tax (benefit) provision for the years ended December 31, 2023, 2022 and 2021 were as follows:

(In thousands)	2023	2022	2021
Current provision:			
Federal	$ 2,392	$ 6,482	$ 731
State	322	2,420	413
Deferred provision:			
Federal	(8,884)	(4,769)	3,331
State	(2,421)	(1,919)	171
Total income tax (benefit) provision	$ (8,591)	$ 2,214	$ 4,646

The difference between income taxes at the U.S. federal statutory income tax rate of 21% for the years ended December 31, 2023, 2022 and 2021, and those reported in the consolidated statements of operations for the years ended December 31, 2023, 2022 and 2021 are as follows:

(In thousands)	2023	2022	2021
Income taxes at U.S. federal statutory rate	$ (11,420)	$ 3,797	$ 4,846
Provision-to-return adjustments	(999)	(539)	117
State income tax, net of federal tax effect	(2,157)	428	509
Tax credits	(2,481)	(1,254)	(1,274)
Contingent consideration	—	(406)	—
Goodwill impairment	7,542	—	—
Stock-based compensation	65	(112)	(74)
Non-deductible compensation - 162(m)	15	306	510
Other	844	(6)	12
Total income tax (benefit) provision	$ (8,591)	$ 2,214	$ 4,646

Our effective tax rates for the years ended December 31, 2023, 2022 and 2021 were 16%, 12% and 20% respectively. Our effective tax rate for 2023 was significantly impacted by the non-deductible nature of our goodwill impairment charges and the changing relationship between net income or loss and research and development tax credits, which accumulate as benefits even in years with loss positions such as 2023. Our effective tax rate for 2022 was impacted by the non-taxable nature of our recorded gain on contingent consideration, which served to reduce the year's effective tax rate by 2.2%, while lowered provision-to-return adjustments resulted in an incremental 3.5% decrease in our effective tax rate for 2022 compared to 2021.

We have federal net operating loss carryforwards related to the acquisitions of Healthland Holding Inc. ("HHI") and Get Real Health of $3.4 million, $5.9 million, and $7.9 million for the years ending December 31, 2023, 2022, and 2021, respectively, which expire at various dates from 2027 to 2036. We have state net operating loss carryforwards related to the acquisitions of HHI and Get Real Health and normal business operations of $68.2 million, $39.8 million, and $29.9 million for the years ending December 31, 2023, 2022, and 2021, respectively, which expire at various dates from 2024 to 2043.

Realization of deferred tax assets associated with the state net operating loss carryforwards is dependent upon generating sufficient taxable income prior to their expiration. We believe it is more likely than not that the benefit from certain state NOL carryforwards associated with the acquisition of Get Real Health will not be realized. In recognition of this risk, we have provided a valuation allowance on the deferred tax assets related to these state NOL carryforwards of $0.6 million after both December 31, 2023 and 2022, respectively.

9. STOCK-BASED COMPENSATION AND EQUITY

The Company's stock-based compensation awards are in the form of restricted stock and performance share awards granted pursuant to the Company's Amended and Restated 2019 Incentive Plan (the "Plan"). Stock-based compensation cost is measured at the grant date based on the fair value of the award, and is recognized as an expense over the employee’s or non-employee director’s requisite service period. As of December 31, 2023, there was a total of 805,771 shares of common stock reserved under the Plan for issuance under future share-based payment arrangements.

The following table details total stock-based compensation expense for the years ended December 31, 2023, 2022 and 2021, included in the consolidated statements of operations:

(In thousands)	2023	2022	2021
Costs of sales	$ 745	$ 809	$ 990
Operating expenses	2,526	4,364	4,467
Pre-tax stock-based compensation expense	3,271	5,173	5,457
Less: income tax effect	(687)	(1,086)	(1,146)
Net (after tax) stock-based compensation expense	$ 2,584	$ 4,087	$ 4,311

As of December 31, 2023, there was $6.3 million of unrecognized compensation cost related to unvested or unearned, as applicable, stock-based compensation arrangements granted under the Plan, which is expected to be recognized over a weighted-average period of 1.9 years.

Restricted Stock

The Company grants restricted stock to executive officers, certain key employees and non-employee directors under the Plan with the fair value of the awards representing the fair value of the common stock on the date the restricted stock is granted. Shares of restricted stock generally vest in equal annual installments over the applicable vesting period, which ranges from one to three years. The Company records expenses for these grants on a straight-line basis over the applicable vesting periods.

A summary of restricted stock activity (including shares of restricted stock issued pursuant to the settlement of performance share awards) under the Plan during the years ended December 31, 2023, 2022 and 2021 is as follows:

	Shares	Weighted-Average Grant-Date Fair Value
Unvested stock outstanding at January 1, 2021	412,967	$ 28.87
Granted	153,700	31.22
Vested	(245,455)	29.16
Forfeited	(6,329)	29.10
Unvested stock outstanding at December 31, 2021	314,883	$ 29.79
Granted	161,375	34.22
Vested	(181,405)	29.79
Forfeited	(13,692)	31.66
Unvested stock outstanding at December 31, 2022	281,161	$ 32.24
Granted	210,351	26.44
Vested	(145,529)	31.35
Forfeited	(2,668)	29.23
Unvested stock outstanding at December 31, 2023	343,315	$ 29.08

Performance Share Awards

The Company grants performance share awards to executive officers and certain key employees under the Plan, with the number of shares of common stock earned and issuable under each award determined at the end of a three-year performance period, based on the Company's achievement of performance goals predetermined by the Compensation Committee of the Board of Directors at the time of grant. These performance share awards include a modifier to the total number of shares earned based on the Company's total shareholder return ("TSR") compared to a small-cap stock market index. If certain levels of the performance objective are met, the award results in the issuance of shares of common stock corresponding to such level. Performance share awards that result in the issuance of shares of common stock are not subject to time-based vesting at the conclusion of the three-year performance period.

In the event that the Company's financial performance meets the predetermined targets for the performance objectives of the performance share awards, the Company will issue each award recipient the number of shares of common stock equal to the target award specified in the individual's underlying performance share award agreement. In the event the financial results of the Company exceed the predetermined targets, additional shares up to the maximum award may be issued. In the event the financial results of the Company fall below the predetermined targets, a reduced number of shares may be issued. If the financial results of the Company fall below the threshold performance levels, no shares will be issued. The total number of shares issued for the performance share award may be increased, decreased, or unchanged based on the TSR modifier described above.

The recipients of performance share awards do not receive dividends or possess voting rights during the performance period and, accordingly, the fair value of the performance share awards is the quoted market value of TruBridge's common stock on the grant date less the present value of the expected dividends not received during the relevant period. The TSR modifier applicable to the performance share awards is considered a market condition and therefore is reflected in the grant date fair value of the award. A Monte Carlo simulation has been used to account for this market condition in the grant date fair value of the award.

Expense related to performance share awards is recognized using ratable straight-line amortization over the three-year performance period. In the event the Company determines it is no longer probable that the minimum performance level will be achieved, all previously recognized compensation expense related to the applicable awards is reversed in the period such a determination is made.

A summary of performance share award activity under the Plan for the years ended December 31, 2023, 2022 and 2021, is as follows, based on the target award amounts set forth in the performance share award agreements:

	Shares	Weighted-Average Grant-Date Fair Value
Performance share awards outstanding at January 1, 2021	252,852	$ 29.27
Granted	93,444	31.26
Forfeited or unearned	(20,373)	29.92
Vested and issued	(75,971)	30.50
Performance share awards outstanding at December 31, 2021	249,952	$ 29.59
Granted	101,799	37.98
Forfeited or unearned	(72,059)	32.74
Performance share awards converted to restricted stock	(27,317)	31.75
Performance share awards outstanding at December 31, 2022	252,375	$ 31.84
Granted	122,071	31.21
Forfeited or unearned	(100,655)	27.46
Vested and issued	—	—
Performance share awards outstanding at December 31, 2023	273,791	$ 33.17

Stock Repurchases

On September 4, 2020, our Board of Directors approved a stock repurchase program under which we may repurchase up to $30.0 million of our common stock through September 3, 2022. On July 27, 2022, the Board of Directors extended the expiration date of the stock repurchase program to September 4, 2024. During 2023, we repurchased 49,789 shares. The approximate value of shares that may yet be repurchased under the stock repurchase program was $16.5 million as of December 31, 2023. Any future stock repurchase transactions may be made through open market purchases, privately-negotiated transactions, or otherwise in compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as amended. Any repurchase activity will depend on many factors, such as the availability of shares of our common stock, general market conditions, the trading price of our common stock, alternative uses for capital, the Company's financial performance, compliance with the terms of our Amended and Restated Credit Agreement and other factors. Concurrent with the authorization of this stock repurchase program, the Board of Directors opted to indefinitely suspend all quarterly dividends.

10. CONCENTRATION OF CREDIT RISK

Financial instruments, which potentially subject the Company to concentration of credit risk, consist principally of temporary cash investments and trade receivables (including financing receivables). The Company places its temporary cash investments with credit-worthy, high-quality financial institutions.

The Company’s customer base is concentrated in the healthcare industry. Customers are primarily located throughout the United States. The Company requires no collateral or other security to support customer trade receivables. An allowance for credit losses for trade receivables and an allowance for credit losses for financing receivables have been established for potential credit losses based on historical collection experience.

The Company maintains its cash and cash equivalents in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

11. FINANCING RECEIVABLES

Short-Term Payment Plans

The Company provides fixed monthly payment arrangements ("short-term payment plans") over terms ranging from three to twelve months for certain add-on software installations. As a practical expedient, we do not adjust the amount of consideration recognized as revenue for the financing component as unearned income when we expect payment within one year or less. These receivables, included in the current portion of financing receivables, were comprised of the following on December 31, 2023 and 2022:

(In thousands)	2023	2022
Short-term payment plans, gross	$ 788	$ 330
Less: allowance for credit losses	(39)	(16)
Short-term payment plans, net	$ 749	$ 314

Long-Term Financing Arrangements

Additionally, the Company provides financing for purchases of its information and patient care systems to certain healthcare providers under long-term financing arrangements expiring in various years through 2028. Under long-term financing arrangements, the transaction price is adjusted by a discount rate that reflects market conditions and that would be used for a separate financing transaction between the Company and licensee at contract inception, and takes into account the credit characteristics of the licensee and market interest rates as of the date of the agreement. As such, the amount of fixed fee revenue recognized at the beginning of the license term will be reduced by the calculated financing component. As payments are received from the licensee, the Company recognizes a portion of the financing component as interest income, reported as other income in the consolidated statements of operations. These receivables typically have terms from two to seven years.

The decrease in long-term financing arrangement balances during 2023 is primarily a result of the continued evolution of customer licensing preferences. Although the overwhelming majority of our historical EHR installations prior to 2019 were made under a perpetual license model, the dramatic shift in customer preferences to a SaaS license model began during 2019 with 49% of the year's new acute care EHR installations being performed in a SaaS model, compared to only 12% in 2018. The shift in customer preference toward a SaaS model has since continued, with SaaS installations representing approximately 63% of new acute care EHR installations in 2021, 100% in 2022 and 100% in 2023. Due to the nature of the revenue recognition requirements for SaaS arrangements coupled with recurring monthly payments, these arrangements do not give rise to long-term financing arrangements.

The components of these receivables were as follows on December 31, 2023 and 2022:

(In thousands)	2023	2022
Long-term financing arrangements, gross	$ 5,212	$ 8,683
Less: allowance for credit losses	(377)	(533)
Less: unearned income	(361)	(678)
Long-term financing arrangements, net	$ 4,474	$ 7,472

Future minimum payments to be received subsequent to December 31, 2023 are as follows:

(In thousands)	
2024	$ 3,157
2025	1,793
2026	178
2027	40
2028	36
Thereafter	8
Total minimum payments to be received	5,212
Less: allowance for credit losses	(377)
Less: unearned income	(361)
Receivables, net	$ 4,474

Credit Quality of Financing Receivables and Allowance for Credit Losses

The following table is a roll-forward of the allowance for financing credit losses for the years ended December 31, 2023 and 2022:

(In thousands)	Beginning Balance	Provision	Charge-offs	Recoveries	Ending Balance
December 31, 2023	$ 549	$ (133)	$ —	$ —	$ 416
December 31, 2022	$ 722	$ (211)	$ 38	$ —	$ 549

The Company's financing receivables are comprised of a single portfolio segment, as the balances are all derived from short-term payment plan arrangements and long-term financing arrangements within our target market of community hospitals. The Company evaluates the credit quality of its financing receivables based on a combination of factors, including, but not limited to, customer collection experience, economic conditions, the customer's financial condition, and known risk characteristics impacting the respective customer base of community hospitals, the most notable of which relate to enacted and potential changes in Medicare and Medicaid reimbursement rates as community hospitals typically generate a significant portion of their revenues and related cash flows from beneficiaries of these programs. In addition to specific account identification, the Company utilizes historical collection experience to establish the allowance for credit losses. Financing receivables are written off only after the Company has exhausted all collection efforts.

Customer payments are considered past due if a scheduled payment is not received within contractually agreed upon terms. To facilitate customer collection and credit monitoring efforts, financing receivable amounts are invoiced and reclassified to trade accounts receivable when they become due, with all invoiced amounts placed on nonaccrual status. As a result, all past due amounts related to the Company's financing receivables are included in trade accounts receivable in the accompanying consolidated balance sheets. The following is an analysis of the age of financing receivables amounts (excluding short-term payment plans) that have been reclassified to trade accounts receivable and were past due as of December 31, 2023 and 2022:

(In thousands)	1 to 90 Days Past Due	91 to 180 Days Past Due	181 + Days Past Due	Total Past Due
December 31, 2023	$ 857	$ 231	$ 323	$ 1,411
December 31, 2022	$ 1,086	$ 278	$ 283	$ 1,647

From time to time, the Company may agree to alternative payment terms outside of the terms of the original financing receivable agreement due to customer difficulties in achieving the original terms. In general, such alternative payment arrangements do not result in a re-aging of the related receivables. Rather, payments pursuant to any alternative payment arrangements are applied to the already outstanding invoices beginning with the oldest outstanding invoices as the payments are received.

Because amounts are reclassified to trade accounts receivable when they become due, there are no past due amounts included within the financing receivables or the financing receivables, current portion, net amounts in the accompanying consolidated balance sheets.

The Company utilizes an aging of trade accounts receivable as the primary credit quality indicator for its financing receivables, which is facilitated by the reclassification of customer payment amounts to trade accounts receivable when they become due. The table below categorizes customer financing receivable balances (excluding short term payment plans), none of which are considered past due, based on the age of the oldest payment outstanding that has been reclassified to trade accounts receivable:

(In thousands)	December 31, 2023	December 31, 2022
Stratification of uninvoiced client financing receivables based on aging of related trade accounts receivable:		
Uninvoiced client financing receivables related to trade accounts receivable that are 1 to 90 Days Past Due	$ 1,068	$ 3,876
Uninvoiced client financing receivables related to trade accounts receivable that are 91 to 180 Days Past Due	1,720	1,369
Uninvoiced client financing receivables related to trade accounts receivable that are 181+ Days Past Due	965	1,894
Total uninvoiced client financing receivables balances of clients with a trade accounts receivable	$ 3,753	$ 7,139
Total uninvoiced client financing receivables of clients with no related trade accounts receivable	1,098	866
Total financing receivables with contractual maturities of one year or less	788	330
Less: allowance for credit losses	(416)	(549)
Total financing receivables	$ 5,223	$ 7,786

12. INTANGIBLE ASSETS AND GOODWILL

Our purchased definite-lived intangible assets as of December 31, 2023 and 2022 are summarized as follows:

Total	December 31, 2023				
(In thousands)	Customer Relationships	Trademark	Developed Technology	Non-compete Agreements	Total
Gross carrying amount, beginning of period	$ 132,170	$ 12,320	$ 40,800	$ 1,400	$ 186,690
Intangible assets acquired	16,100	—	1,400	220	17,720
Accumulated amortization	(63,686)	(6,974)	(29,934)	(522)	(101,116)
Accumulated impairment	—	(2,342)	—	—	(2,342)
Held for sale	(8,735)	(3,004)	—	—	(11,739)
Net intangible assets as of December 31, 2023	$ 75,849	$ —	$ 12,266	$ 1,098	$ 89,213
Weighted average remaining years of useful life	8	0	8	3	6

	December 31, 2022				
(In thousands)	Customer Relationships	Trademark	Developed Technology	Non-compete Agreements	Total
Gross carrying amount, beginning of period	$ 112,570	$ 12,320	$ 37,600	$ —	$ 162,490
Intangible assets acquired	19,600	—	3,200	1,400	24,200
Accumulated amortization	(52,371)	(6,076)	(26,010)	(233)	(84,690)
Net intangible assets as of December 31, 2022	$ 79,799	$ 6,244	$ 14,790	$ 1,167	$ 102,000

During the fourth quarter of 2023, the Company committed to the Company-wide rebranding and legal entity consolidation initiative that culminated in the change of the Company's corporate name to "TruBridge, Inc." on March 4, 2024. As a result of this initiative, it was expected that certain of the Company's brand names and related trademarks would cease to be used, resulting in total trademark impairment recorded during the year ended December 31, 2023 of $2.3 million. Of the total trademark impairment charge, $1.0 million is derived from our RCM segment, $1.2 million is derived from our EHR segment, and $0.1 million is derived from our Patient Engagement segment.

The following table represents the remaining amortization of definite-lived intangible assets as of December 31, 2023:

(In thousands)	
For the year ended December 31,	
2024	$ 12,506
2025	12,191
2026	11,516
2027	10,496
2028	10,203
Due thereafter	32,301
Total	$ 89,213

The following table sets forth the change in the carrying amount of goodwill by segment for the years ended December 31, 2023, 2022, and 2021:

(In thousands)	RCM	EHR	Patient engagement	Total
Balance as of December 31, 2021	$ 41,281	$ 126,665	$ 9,767	$ 177,713
Goodwill acquired	20,540	—	—	20,540
Balance as of December 31, 2022	61,821	126,665	9,767	198,253
Goodwill acquired	17,263	—	—	17,263
Goodwill impairment	—	(28,307)	(7,606)	(35,913)
Held for sale	—	(7,694)		(7,694)
Balance as of December 31, 2023	$ 79,084	$ 90,664	$ 2,161	$ 171,909

Our reporting units assessed for impairment of goodwill include: RCM (formerly the "TruBridge" reporting unit), Acute Care EHR, Post-acute care EHR (comprised solely of AHT, which was disposed in January 2024), and Patient Engagement (formerly a component of our former "TruBridge" reporting unit). We did not identify any events or circumstances that would require interim goodwill impairment testing prior to October 1, 2023. Based on our quantitative assessment as of October 1, 2023, we determined that there was no impairment of goodwill for our RCM reporting unit. However, quantitative evaluations of the fair values of each of our remaining three reporting units, using a combination of the income and market valuation approaches, resulted in impairment conclusions as follows:

- Our Acute Care EHR reporting unit was assessed goodwill impairment charges of $6.4 million due to deteriorating market conditions, the related impact to the cost of capital, and lowered expectations regarding long-term margin potential.
- Our Post-acute care EHR reporting unit was assessed goodwill impairment charges of $2.2 million due to deteriorating market conditions, the related impact to the cost of capital, and revised expectations regarding the long-term persistence of elevated customer attrition levels.
- Our Patient Engagement reporting unit was assessed goodwill impairment charges of $7.6 million due to deteriorating market conditions, the related impact to the cost of capital, and revised expectations regarding long-term growth prospects as sales pipelines have been stubborn to develop to the robust levels previously anticipated.

During the fourth quarter of 2023, the decision to accept an offer for the sale of AHT that was well below the related reporting unit's carrying value was considered a triggering event requiring reassessment of the reporting unit's goodwill, resulting in an additional goodwill impairment charge of $19.7 million. Lastly, management considered the continued decrease in the Company's market capitalization since our most recent quantitative analysis dated October 1, 2023 to be a triggering event warranting a further quantitative goodwill impairment analysis as of December 31, 2023. As a result of

this updated quantitative goodwill impairment analysis, management concluded that there was no further impairment to goodwill.

We determined there was no impairment to goodwill as of December 31, 2022 or 2021.

13. LONG-TERM DEBT

Long-term debt was comprised of the following at December 31, 2023 and 2022:

(In thousands)	December 31, 2023	December 31, 2022
Term loan facility	$ 63,875	$ 67,375
Revolving credit facility	135,723	73,700
Debt obligations	199,598	141,075
Less: debt issuance costs	(1,187)	(1,546)
Debt obligation, net	198,411	139,529
Less: current portion	(3,141)	(3,141)
Long-term debt	$ 195,270	$ 136,388

As of December 31, 2023, the carrying value of debt approximates the fair value due to the variable interest rate which reflects market rates. The interest rate for the outstanding debt under our term loan facility and revolving credit facility as of December 31, 2023 was 8.48%.

Credit Agreement

In conjunction with our acquisition of Healthland Holding Inc. in January 2016, we entered into a syndicated credit agreement with Regions Bank ("Regions") serving as administrative agent, which provided for a $125 million term loan facility and a $50 million revolving credit facility. On June 16, 2020, we entered into an Amended and Restated Credit Agreement that increased the aggregate principal amount of our credit facilities to $185 million, including a $75 million term loan facility and a $110 million revolving credit facility. On May 2, 2022, we entered into a First Amendment (the "First Amendment") to the Amended and Restated Credit Agreement, that increased the aggregate principal amount of our credit facilities to $230 million, which includes a $70 million term loan facility and a $160 million revolving credit facility. In addition, the interest rate provisions of the First Amendment reflect the transition from the London Interbank Offered Rate ("LIBOR") to the Secured Overnight Financing Rate ("SOFR") as the new benchmark interest rate for each loan.

Each of our credit facilities continues to bear interest at a rate per annum equal to an applicable margin plus, at our option, either (1) the Adjusted SOFR rate for the relevant interest period, subject to a floor of 0.50%, (2) an alternate base rate determined by reference to the greater of (a) the prime lending rate of Regions, (b) the federal funds rate for the relevant interest period plus one half of one percent per annum and (c) the one month SOFR rate, subject to the aforementioned floor, plus one percent per annum, or (3) a combination of (1) and (2). The applicable margin for SOFR loans and the letter of credit fee ranges from 1.8% to 3.0%. The applicable margin range for base rate loans ranges from 0.8% to 2.0%, in each case based on the Company's consolidated net leverage ratio.

Principal payments with respect to the term loan facility are due on the last day of each fiscal quarter beginning June 30, 2022, with quarterly principal payments of approximately $0.9 million through March 31, 2027, with maturity on May 2, 2027 or such earlier date as the obligations under the Amended and Restated Credit Agreement, as amended by the First Amendment, become due and payable pursuant to the terms of such agreement. Any principal outstanding under the revolving credit facility is due and payable on the maturity date.

Anticipated annual future maturities of the term loan facility and revolving credit facility are as follows as of December 31, 2023:

(In thousands)		
2024	$	3,500
2025		3,500
2026		3,500
2027		189,098
Thereafter		—
	$	199,598

Our credit facilities are secured pursuant to the Amended and Restated Credit Agreement, dated as of June 16, 2020, among the parties identified as obligors therein and Regions, as collateral agent, on a first priority basis by a security interest in substantially all of the tangible and intangible assets (subject to certain exceptions) of the Company and certain subsidiaries of the Company, as guarantors (collectively, the "Subsidiary Guarantors"), including certain registered intellectual property and the capital stock of certain of the Company's direct and indirect subsidiaries. Our obligations under the Amended and Restated Credit Agreement are also guaranteed by the Subsidiary Guarantors.

The First Amendment provides incremental facility capacity of $75 million, subject to certain conditions. The Amended and Restated Credit Agreement, as amended by the First Amendment, includes a number of restrictive covenants that, among other things and in each case subject to certain exceptions and baskets, impose operating and financial restrictions on the Company and the Subsidiary Guarantors, including the ability to incur additional debt; incur liens and encumbrances; make certain restricted payments, including paying dividends on the Company's equity securities or payments to redeem, repurchase or retire the Company's equity securities (which are subject to our compliance, on a pro forma basis to give effect to the restricted payment, with the fixed charge coverage ratio and consolidated net leverage ratio described below); enter into certain restrictive agreements; make investments, loans and acquisitions; merge or consolidate with any other person; dispose of assets; enter into sale and leaseback transactions; engage in transactions with affiliates; and materially alter the business we conduct. The First Amendment required the Company to maintain a minimum fixed charge coverage ratio of 1.25:1.00 throughout the duration of such agreement. Under the First Amendment, the Company is required to comply with a maximum consolidated net leverage ratio of 3.50:1.00. Further, under the First Amendment, in connection with any acquisition by the Company exceeding $25 million, the Company may elect to increase the maximum permitted consolidated net leverage ratio for the fiscal quarter in which the acquisition occurs and each of the following three fiscal quarters by 0.50:1.00 above the otherwise permitted maximum. If the consolidated net leverage ratio is less than 2.50:1:00, there is no limit on the amount of incremental facilities. The Amended and Restated Credit Agreement also contains customary representations and warranties, affirmative covenants and events of default. On March 10, 2023, the calculation of the fixed charge coverage ratio was amended to specifically exclude from the definition of fixed charges the Company's share repurchases conducted during the third and fourth quarters of 2022.

As of September 30, 2023, we were not in compliance with the fixed charge coverage ratio required by the Amended and Restated Credit Agreement. On November 8, 2023, the Company and the subsidiary guarantors entered into a Waiver with Regions Bank, as administrative agent, and various other lenders, which provided for a one-time waiver of this failure as an event of default. As of December 31, 2023, the Company was similarly not in compliance with the fixed charge coverage ratio required by the Amended and Restated Credit Agreement, and a one-time waiver was provided in conjunction with the Fourth Amendment to the Amended and Restated Credit Agreement. Any failure by us to comply with this or another covenant in the future may result in an event of default. There can be no assurance that we will be able to continue to comply with this covenant or obtain amendments to avoid future covenant violations, or that such amendments will be available on commercially acceptable terms.

The First Amendment removed the requirement that the Company mandatorily prepay the credit facilities with excess cash flow generated during the prior fiscal year. The Company is permitted to voluntarily prepay the credit facilities at any time without penalty, subject to customary "breakage" costs with respect to prepayments of SOFR rate loans made on a day other than the last day of any applicable interest period.

See Note 19 - Subsequent Events for disclosures related to the Third and Fourth Amendments to the Amended and Restated Credit Agreement, effective January 16, 2024 and February 29, 2024, respectively.

14. BENEFIT PLANS

In January 1994, the Company adopted the CPSI 401(k) Retirement Plan that covers all eligible employees of the Company. The plan allows eligible employees to contribute up to 60% of their pre-tax earnings up to the statutory limit prescribed by the Internal Revenue Service. The Company matches a discretionary amount determined by the Board of Directors. The Company contributed approximately $3.8 million, $3.5 million, and $3.2 million to the plan for the years ended December 31, 2023, 2022 and 2021, respectively.

15. OPERATING LEASES

The Company leases office space in various locations in Alabama, Pennsylvania, Minnesota, Maryland, Mississippi and Washington. These leases have terms expiring from 2024 through 2030 but do contain optional extension terms. Leases with an initial term of 12 months or less are not recorded on the balance sheet. We recognize lease expense on a straight-line basis over the lease term.

On July 28, 2021, the Company terminated its lease agreement for approximately 45,000 square feet of office space in Fairhope, Alabama. Pursuant to a Termination of Lease Agreement dated July 28, 2021, the Company paid $0.9 million to the landlord as consideration for the early termination. In connection with the lease termination, the Company derecognized the assets and liabilities associated with the operating lease and recorded a $0.3 million loss on the disposal of leasehold improvements. On April 30, 2023, the company terminated its lease agreement for approximately 12,500 square feet of office space in Plymouth, Minnesota. Pursuant to a Termination of Lease Agreement dated April 18, 2023, the Company paid $1.1 million to the landlord as consideration for the early termination. In connection with the lease termination, the Company derecognized the assets and liabilities associated with the operating lease and recorded a $0.1 million loss on the disposal of leasehold improvement.

Supplemental balance sheet information related to operating leases is as follows:

(In thousands)	December 31, 2023
Operating lease assets:	
Operating lease assets	$ 5,192
Operating lease liabilities:	
Other accrued liabilities	1,804
Operating lease liabilities, net of current portion	3,074
Total operating lease liabilities	$ 4,878
Weighted average remaining lease term in years	4
Weighted average discount rate	4.2%

Because our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. We used the incremental borrowing rate on January 1, 2019, for operating leases that commenced prior to that date.

The future minimum lease payments payable under these operating leases subsequent to December 31, 2023 are as follows:

(In thousands)	
2024	$ 1,804
2025	1,063
2026	1,025
2027	706
2028	462
Thereafter	231
Total lease payments	5,291
Less imputed interest	(413)
Total	$ 4,878

Total rent expense for the years ended December 31, 2023, 2022, and 2021 was $1.8 million, $2.2 million, and $1.8 million, respectively.

Total cash paid for amounts included in the measurement of lease liabilities within operating cash flows from operating leases for the year ended December 31, 2023, 2022, and 2021 was $1.8 million, $2.2 million, and $1.8 million, respectively.

16. COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in routine litigation that arises in the ordinary course of business. Management does not believe it is reasonably possible that such matters will have a material adverse effect on the Company's financial statements. The Company recorded a liability of $1.0 million related to contingent consideration for Viewgol's former equity holders as of December 31, 2023.

17. FAIR VALUE

ASC 820, *Fair Value Measurements and Disclosures,* establishes a framework for measuring fair value and expands financial statement disclosures about fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The Codification topic does not require any new fair value measurements, but rather applies to all other accounting pronouncements that require or permit fair value measurements. The Codification topic requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

As of December 31, 2023, we measured the fair value of contingent consideration that represents the potential earnout incentive for Viewgol's former equity holders. We estimated the fair value of the contingent consideration based on the probability of Viewgol meeting EBITDA targets (subject to certain pro-forma adjustments). We did not have any other instruments that required fair value measurement as of December 31, 2023.

The following table summarizes the carrying amount and fair value of the contingent consideration at December 31, 2023:

		Fair Value at December 31, 2023 Using		
(In thousands)	**Carrying Amount at 12/31/23**	**Quoted Price in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Description				
Contingent consideration	$ 1,044	$ —	$ —	$ 1,044
Total	$ 1,044	$ —	$ —	$ 1,044

As of December 31, 2022, we did not have any instruments that required fair value measurement.

18. SEGMENT REPORTING

Our chief operating decision makers ("CODM") previously utilized the following three operating segments, "Acute Care EHR", "Post-acute care EHR" and "TruBridge". However, in the fourth quarter of 2022, the Company made a number of changes to its organizational structure and management system to better align the Company's operating model to its strategic initiatives. As a result of these changes, the Company revised its operating segments. The new operating and reportable segments, based on our three distinct business units with unique market dynamics and opportunities, are RCM, EHR, and "Patient Engagement". These segments represent the components of the Company for which separate financial information is available that is utilized on a regular basis by the CODM in assessing segment performance and in allocating the Company's resources. Management evaluates the performance of the segments based on revenues and adjusted EBITDA. The Company previously evaluated the performance of the segments based on segment gross profit. Management believes adjusted EBITDA is a useful measure to assess the performance and liquidity of the Company as it provides meaningful operating results by excluding the effects of expenses that are not reflective of its operating business performance. Our CODM group is comprised of the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer. Accounting policies for each of the reportable segments are the same as those used on a consolidated basis. The segment disclosures below for the years ended December 31, 2022, and 2021 have been recast to conform to the current year presentation.

Adjusted EBITDA consists of GAAP net income (loss) as reported and adjusts for (i) deferred revenue purchase accounting adjustments arising from purchase allocation adjustments related to business acquisitions; (ii) depreciation expense; (iii) amortization of software development costs; (iv) amortization of acquisition-related intangible assets; (v) stock-based compensation; (vi) severance and other non-recurring charges; (vii) interest expense and other, net; (viii) impairment of goodwill; (ix) impairment of trademark intangibles; (x) gain on contingent consideration; and (xi) the provision (benefit) for income taxes. There are no intersegment revenues to be eliminated in computing segment revenue.

The following table presents a summary of the revenues and adjusted EBITDA of our three operating segments for the years ended December 31, 2023, 2022, and 2021:

	Year Ended December 31,		
(In thousands)	2023	2022	2021
Revenues:			
RCM	$ 193,929	$ 179,870	$ 131,242
EHR			
Recurring revenue			
Acute Care EHR	$ 111,276	$ 109,340	$ 108,440
Post-acute Care EHR	$ 14,712	$ 15,384	$ 16,472
Total recurring EHR revenues	125,988	124,724	124,912
Non-recurring revenue			
Acute Care EHR	$ 10,657	$ 13,138	$ 16,939
Post-acute Care EHR	$ 1,418	$ 1,961	$ 1,258
Total non-recurring EHR revenues	12,075	15,099	18,197
Total EHR revenue	138,063	139,823	143,109
Patient engagement	7,443	6,955	6,278
Total revenues	$ 339,435	$ 326,648	$ 280,629
Adjusted EBITDA by Segment:			
RCM	24,800	35,219	28,265
EHR	22,900	22,507	26,505
Patient engagement	(124)	(1,827)	(2,093)
Total adjusted EBITDA	$ 47,576	$ 55,899	$ 52,677

The following table reconciles net income to adjusted EBITDA:

	Year Ended December 31,		
(In thousands)	2023	2022	2021
Net income (loss), as reported	$ (45,789)	$ 15,867	$ 18,430
Deferred revenue and other acquisition-related adjustments	—	109	747
Depreciation expense	1,946	2,443	2,156
Amortization of software development costs	8,096	3,484	931
Amortization of acquisition-related intangibles	16,426	17,403	13,786
Stock-based compensation	3,271	5,173	5,457
Severance and other non-recurring charges	22,186	4,504	4,892
Interest expense and other, net	11,776	5,267	1,632
Impairment of goodwill	35,913	—	—
Impairment of trademark intangibles	2,342	—	—
Gain on contingent consideration	—	(565)	—
Provision (benefit) for income taxes	(8,591)	2,214	4,646
Total adjusted EBITDA	$ 47,576	$ 55,899	$ 52,677

19. SUBSEQUENT EVENTS

Sale of American HealthTech, Inc.

On January 16, 2024, we entered into a Stock Purchase Agreement (the “Purchase Agreement”), by and among the Company, PointClickCare Technologies USA Corp., a Delaware corporation (“Buyer”), Healthland Inc., a Minnesota corporation and an indirect, wholly-owned subsidiary of the Company (“Healthland” and, together with the Company, the “Seller Parties”) and American HealthTech, Inc., a Mississippi corporation (“AHT”). The Transaction (hereinafter defined) also closed on January 16, 2024. Under the Purchase Agreement, Buyer purchased from Healthland all of the issued and outstanding capital stock of AHT (the “Transaction”), with AHT becoming a wholly-owned subsidiary of Buyer. Prior to this transaction, results for AHT were reported within our EHR operating segment.

The Purchase Agreement provides for an aggregate purchase price (the “Purchase Price”) of $25 million (the “Base Cash Consideration”), subject to adjustments based on working capital, cash, indebtedness and transaction expenses of American HealthTech. Additionally, pursuant to the Purchase Agreement, a total of approximately $3.75 million was withheld from the Base Cash Consideration at the closing and deposited by Buyer into various escrow accounts with an escrow agent, including $2.5 million as a general indemnity escrow and $1 million as a special indemnity escrow. Based upon the adjustments and the various escrow holdbacks, Buyer paid a net amount of approximately $21.41 million to Healthland at the closing. The Purchase Price is subject to a post-closing true-up. In connection with the closing of the Transaction, Buyer has provided offers of employment to certain key employees of the Company that primarily supported AHT’s business.

The Purchase Agreement contains customary representations, warranties and covenants. The representations and warranties made by the Seller Parties to Buyer cover a broad range of items related to, among other things, the business and financial condition of AHT. Subject to certain exceptions and limitations, the Seller Parties have agreed to indemnify Buyer for certain breaches of representations, warranties and covenants and certain other enumerated items. Such limitations on the Seller Parties’ indemnification obligations are subject to various exceptions for certain fundamental representations, tax representations, special representations, and fraud. Subject to certain exceptions and limitations, Buyer has likewise agreed to indemnify the Seller Parties for certain breaches of representations, warranties and covenants and certain other enumerated items.

The company is currently finalizing the accounting for the sale but does not expect a material gain or loss to be recorded. The accompanying consolidated balance sheet as of December 31, 2023 includes amounts related to this Transaction under the captions "Assets of held for sale disposal group" and "Liabilities of held for sale disposal group", the details of which are as follows as of December 31, 2023:

(In thousands)

Assets of held for sale disposal group		
Accounts receivable, net	$	3,087
Financing receivables , net		37
Prepaid expenses		34
Software costs, net		3,386
Intangibles, net		11,739
Goodwill		7,694
Total	$	25,977
Liabilities of held for sale disposal group		
Accounts payable	$	178
Other accrued liabilities		576
Deferred tax liability		223
Total	$	977

Credit Facility Third Amendment

On January 16, 2024, the Company entered into a Third Amendment (the "Third Amendment") to the Amended and Restated Credit Agreement, dated as of June 16, 2020 (as amended, the "Credit Agreement"), by and among the Company; certain subsidiaries of the Company, as guarantors (collectively, the "Subsidiary Guarantors"); Regions Bank, as administrative agent and collateral agent; and various other lenders from time to time. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

The Third Amendment modified the term "Consolidated EBITDA" to provide that the following amounts will be added back to Consolidated Net Income: (i) the reasonably expected value of all earn-out consideration in connection with any Permitted Acquisition, provided that the aggregate amount of fees and out-of-pocket expenses incurred in connection with anticipated Permitted Acquisitions which are not consummated during any period of four fiscal quarters ending on or after the Closing Date will not exceed the greater of $7 million and 10% of Consolidated EBITDA; (ii) any fees, costs or expenses related to the implementation of cost savings, operating expense reductions and synergies related to Permitted Acquisitions, restructurings and other initiatives; and (iii) costs and expenses related to the previously disclosed U.S. Securities and Exchange Commission investigation that occurred during the fiscal year ended December 31, 2023, in an aggregate amount not to exceed $1.25 million. Additionally, the Third Amendment (y) removed from the maximum aggregate amount of fees and expenses that can be added back to Consolidated Net Income any losses resulting from any Asset Sales or Involuntary Disposition and (z) increased the maximum amount of fees and expenses that can be added back to Consolidated Net Income related to savings initiatives, Equity Transactions, the incurrence of Indebtedness and amendments to the Credit Documents from 10% to 15% of Consolidated EBITDA (determined prior to giving effect to such adjustments).

The Company's obligations under the Credit Agreement continue to be secured pursuant to the Amended and Restated Pledge and Security Agreement, dated as of June 16, 2020, by and among the parties identified as Obligors therein and Regions Bank, as collateral agent, on a first priority basis by a security interest in substantially all of the tangible and intangible personal assets (subject to certain exceptions) of the Company and the Subsidiary Guarantors, including certain registered intellectual property and the capital stock of certain of the Company's direct and indirect subsidiaries. The Company's obligations under the Credit Agreement also continue to be guaranteed by the Subsidiary Guarantors, excluding American HealthTech, which has been released from its obligations as a Subsidiary Guarantor in connection with the closing of the Transaction.

Credit Facility Fourth Amendment

On February 29, 2024, the Company entered into a Fourth Amendment (the "Fourth Amendment") to the Credit Agreement, by and among the Company; the Subsidiary Guarantors; the Administrative Agent; and various other lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

The Fourth Amendment modified the term “Consolidated EBITDA” to provide that the additional following amounts will be added back to Consolidated Net Income: (i) costs and expenses related to the voluntary early retirement program during the fiscal year ending December 31, 2023; and (ii) fees, costs and expenses in categories identified to the Administrative Agent to the extent incurred during the fiscal year ending December 31, 2024, in an aggregate amount not to exceed $7.25 million. Additionally, the modified definition of “Consolidated EBITDA” limits the amount of pro forma “run rate” cost savings, operating expense reductions and synergies (collectively, “Savings”) related to the Viewgol Acquisition that can be added back to Consolidated Net Income to an aggregate amount not to exceed $6.6 million; however, Savings related to the Viewgol Acquisition are not subject to the cap of 15% of Consolidated EBITDA that otherwise applies to Savings related to Permitted Acquisitions, restructurings or cost savings initiatives.

Finally, the Consolidated Fixed Charge Coverage Ratio covenant was decreased from 1.25:1.00 to 1.15:1.00 for each fiscal quarter ending March 31, 2024 through and including December 31, 2024. As of December 31, 2023, the Company was not in compliance with the Consolidated Fixed Charge Coverage Ratio required by the Credit Agreement, and the Fourth Amendment provides for a one-time waiver of this failure as an event of default.

The Company’s obligations under the Credit Agreement continue to be secured pursuant to the Amended and Restated Pledge and Security Agreement, dated as of June 16, 2020, by and among the parties identified as Obligors therein and Regions Bank, as collateral agent, on a first priority basis by a security interest in substantially all of the tangible and intangible personal assets (subject to certain exceptions) of the Company and the Subsidiary Guarantors, including certain registered intellectual property and the capital stock of certain of the Company’s direct and indirect subsidiaries. The Company’s obligations under the Credit Agreement also continue to be guaranteed by the Subsidiary Guarantors.

Corporate Name Change and Rebranding

The Company changed its corporate name to “TruBridge, Inc.” on March 4, 2024. Contemporaneous with this name change, the former wholly-owned subsidiaries Evident, LLC, TruBridge, LLC, and TruCode, LLC were merged into the parent company, while the former wholly-owned subsidiary Rycan Technologies, Inc. was merged into its parent and another wholly-owned subsidiary, Healthland Holding Inc. With these changes, the Company's remaining legal structure includes TruBridge, Inc., the parent company, with Viewgol, LLC ("Viewgol"), iNetXperts, Corp. d/b/a Get Real Health, Healthcare Resource Group, Inc. ("HRG"), and Healthland Holding Inc. as its wholly-owned subsidiaries.

SCHEDULE II
TRUBRIDGE, INC.
VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description		Balance at beginning of period	Additions charged to cost and expenses (1)	Deductions (2)	Balance at end of period
Allowance for credit losses deducted from accounts receivable in the balance sheet	2021	$ 1,701	$ 2,111	$ (1,986)	$ 1,826
	2022	$ 1,826	$ 1,203	$ (175)	$ 2,854
	2023	$ 2,854	$ 2,053	$ (879)	$ 4,028

(1) Adjustments to allowance for change in estimates.
(2) Uncollectible accounts written off, net of recoveries.

Description		Balance at beginning of period	Additions charged to cost and expenses (1)	Deductions (2)	Balance at end of period
Allowance for credit losses deducted from financing receivables in the balance sheet	2021	$ 1,489	$ 481	$ (1,248)	$ 722
	2022	$ 722	$ (211)	$ 38	$ 549
	2023	$ 549	$ (133)	$ —	$ 416

(1) Adjustments to allowance for change in estimates.
(2) Uncollectible accounts written off, net of recoveries.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that the information required to be disclosed by us in reports that we file or submit under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the rules and forms promulgated by the Securities and Exchange Commission, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Because of the inherent limitations to the effectiveness of any system of disclosure controls and procedures, no evaluation of disclosure controls and procedures can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been prevented or detected on a timely basis. Even disclosure controls and procedures determined to be effective can only provide reasonable assurance that their objectives are achieved.

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) pursuant to Rule 13a-15 of the Exchange Act. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

On October 16, 2023, we acquired Viewgol, LLC (“Viewgol”), as further described in Note 3 to the consolidated financial statements. We continue to integrate policies, processes, people, technology and operations for our combined operations, and will continue to evaluate the impact of any related changes to internal controls over financial reporting during the fiscal year.

As reported in our Quarter Report on Form 10-Q for the period ended September 30, 2023, we identified a material weakness in our internal control over financial reporting, as our controls over debt covenant monitoring and compliance were not operating with sufficient precision and timeliness. As of December 31, 2023, this weakness had been remediated with more robust and timely review controls around the related covenant calculations. Other than the remediation of this previously identified material weakness, there were no changes in the Company's internal control over financing reporting (as defined in Exchange Act Rule 13a-15(f)) during the quarter ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Management's Annual Report on Internal Control Over Financial Reporting

This report is included in Item 8 on page 64 and is incorporated herein by reference.

Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting

This report is included in Item 8 on page 65 and is incorporated herein by reference.

ITEM 9B. OTHER INFORMATION.

(a) None.

(b) Rule 10b5-1 Trading Arrangements

From time to time, members of the Company's Board of Directors and officers of the Company may enter into Rule 10b5-1 trading plans, which allow for the purchase or sale of common stock under pre-established terms at times when directors and officers might otherwise be prevented from trading under insider trading laws or because of self-imposed blackout periods. Such trading plans are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act and comply with the Company's insider trading policy. During the three months ended December 31, 2023, none of the Company's directors or officers adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

We have adopted a Code of Business Conduct and Ethics applicable to all of our directors, officers (including our Chief Executive Officer and senior financial officers) and employees which also includes a separate code of ethics with additional guidelines and responsibilities applicable to our Chief Executive Officer and senior financial officers, known as the Code of Ethics for CEO and Senior Financial Officers. Copies of the Code of Business Conduct and Ethics and the Code of Ethics for CEO and Senior Financial Officers are available on TruBridge's web site at www.trubridge.com in the "Corporate Information" section under "Corporate Governance."

Other information required by this Item regarding executive officers is included in Part I of this Form 10-K under the caption "Executive Officers" in accordance with Instruction 3 to Paragraph (b) of Item 401 of Regulation S-K.

Other information required by this Item is incorporated by reference pursuant to General Instruction G(3) of Form 10-K from TruBridge's definitive Proxy Statement for the 2024 Annual Meeting of Stockholders (the "2024 Proxy Statement") to be filed with the Securities and Exchange Commission pursuant to Regulation 14A.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is incorporated by reference pursuant to General Instruction G(3) of Form 10-K from the 2024 Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Securities Authorized for Issuance Under Equity Compensation Plans

The following table summarizes the securities that have been authorized for issuance as of December 31, 2023 under our Amended and Restated 2019 Incentive Plan (the "2019 Plan"), which was previously approved by our stockholders. The 2019 Plan is described in Note 9 to the consolidated financial statements included in Item 8 to this Form 10-K.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by stockholders	273,791 (1)	N/A	805,771 (2)
Equity compensation plans not approved by stockholders	None	None	None
Total	273,791 (1)	N/A	805,771 (2)

(1) Represents 273,791 target performance share awards outstanding under the 2019 Plan as of December 31, 2023. The number of shares of common stock earned and issuable under each performance share award will be determined at the end of a three-year performance period, based on the Company's achievement of performance goals predetermined by the Compensation Committee of the Board of Directors. Does not include 343,315 time-based restricted stock awards outstanding under the 2019 Plan as of December 31, 2023.

(2) Represents shares of common stock issuable pursuant to the 2019 Plan, assuming maximum payout of performance share awards outstanding as of December 31, 2023.

The additional information required by this Item is incorporated by reference pursuant to General Instruction G(3) of Form 10-K from the 2024 Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item is incorporated by reference pursuant to General Instruction G(3) of Form 10-K from the 2024 Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item is incorporated by reference pursuant to General Instruction G(3) of Form 10-K from the 2024 Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) and (2) and (c) – Financial Statements and Financial Statement Schedules.

Financial Statements: The Financial Statements and related Financial Statements Schedule of TruBridge are included herein in Part II, Item 8.

(a)(3) and (b) – Exhibits.

The exhibits listed on the Exhibit Index beginning on page 110 of this Annual Report on Form 10-K are filed herewith or are incorporated herein by reference.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this the 15th day of March, 2024.

TRUBRIDGE, INC.

By: /s/ Christopher L. Fowler
Christopher L. Fowler
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title	Date
/s/ Christopher L. Fowler Christopher L. Fowler	President, Chief Executive Officer and Director (principal executive officer)	March 15, 2024
/s/ Vinay Bassi Vinay Bassi	Chief Financial Officer, Treasurer and Secretary (principal financial officer)	March 15, 2024
/s/ David A. Dye David A. Dye	Chief Operating Officer and Director	March 15, 2024
/s/ Lance Park Lance Park	Vice President – Finance and Controller (principal accounting officer)	March 15, 2024
/s/ Glenn P. Tobin Glenn P. Tobin	Chairperson of the Board	March 15, 2024
/s/ Mark V. Anquillare Mark V. Anquillare	Director	March 15, 2024
/s/ Regina M. Benjamin Regina M. Benjamin	Director	March 15, 2024
/s/ Christopher T. Hjelm Christopher T. Hjelm	Director	March 15, 2024
/s/ Charles P. Huffman Charles P. Huffman	Director	March 15, 2024
/s/ Denise W. Warren Denise W. Warren	Director	March 15, 2024

Exhibit Index

Effective as of March 4, 2024, we changed our name to TruBridge, Inc. By operation of law, any reference to "CPSI" in these exhibits should be read as "TruBridge" as set forth in the Exhibit List below.

Exhibit Number	Description
2.1	Stock Purchase Agreement, dated March 1, 2022, by and among Computer Programs and Systems, Inc., Healthcare Resource Group, Inc., the Sellers named therein, and the Securityholder Representative (filed as Exhibit 2.1 to CPSI's Current Report on Form 8-K dated March 2, 2022 and incorporated herein by reference)
2.2	First Amendment to Stock Purchase Agreement, dated June 28, 2022, by and among Computer Programs and Systems, Inc., Healthcare Resource Group, Inc., the Sellers named therein, and the Securityholder Representative (filed as Exhibit 2.4 to CPSI's Annual Report on Form 10-K for the period ended December 31, 2022 and incorporated herein by reference)
2.3	Securities Purchase Agreement, dated as of October 16, 2023, by and among Computer Programs and Systems, Inc., Viewgol, LLC, VG Sellers, Inc. and Travis Douglas Huffman, Kristen Closson and Harry Hopkinds (filed as Exhibit 2.1 to CPSI's Current Report on Form 8-K dated October 17, 2023 and incorporated herein by reference)
2.4	Stock Purchase Agreement, dated as of January 16, 2024, by and among Computer Programs and Systems, Inc., PointClickCare Technologies USA Corp., Healthland Inc., and American HealthTech, Inc. (filed as Exhibit 2.1 to CPSI's Current Report on Form 8-K dated January 17, 2024 and incorporated herein by reference)
3.1	Certificate of Incorporation (filed as Exhibit 3.4 to CPSI's Registration Statement on Form S-1 (Registration No. 333-84726) and incorporated herein by reference)
3.2	Certificate of Amendment to Certificate of Incorporation (filed as Exhibit 3.1 to CPSI's Current Report on Form 8-K dated March 4, 2024 and incorporated herein by reference)
3.3	Amended and Restated Bylaws dated March 4, 2024 (filed as Exhibit 3.2 to CPSI's Current Report on Form 8-K dated March 4, 2024 and incorporated herein by reference)
4.1	Description of Securities Registered under Section 12 of the Securities Exchange Act of 1934 (filed as Exhibit 4.1 to CPSI's Annual Report on Form 10-K for the period ended December 31, 2019 and incorporated herein by reference)
10.1	Form of Indemnity Agreement entered into by CPSI and each of its non-employee directors (filed as Exhibit 10.1 to CPSI's Quarterly Report on Form 10-Q for the period ended September 30, 2002 and incorporated herein by reference)
10.2	Sublease Agreement, dated February 22, 2021, between CPSI and Red Square, LLC (filed as Exhibit 10.1 to CPSI's Quarterly Report on Form 10-Q for the period ended March 31, 2021 and incorporated herein by reference)
10.3	Commercial Lease Agreement, dated March 1, 2021, between CPSI and Central Optical, LLC (filed as Exhibit 10.2 to CPSI's Quarterly Report on Form 10-Q for the period ended March 31, 2021 and incorporated herein by reference)
10.4*	Healthland Holding Inc. (f/k/a Dairyland Healthcare Solutions Holding Corp) Stock Incentive Plan (filed as Exhibit 99.1 to CPSI's Registration Statement on Form S-8 (Registration No. 333-208915) and incorporated herein by reference)
10.5*	Computer Programs and Systems, Inc. Amended and Restated 2019 Incentive Plan
10.6*	Form of Performance Share Award Agreement under the 2019 Incentive Plan (for grants in 2021, 2022, and 2023)

10.7*	Form of Performance-Based Cash Bonus Award Agreement under the 2019 Incentive Plan (for grants in 2021, 2022, and 2023)
10.8*	Form of Restricted Stock Award Agreement under the 2019 Incentive Plan (for grants in 2021, 2022, and 2023)
10.9*	Senior Vice President of Sales Compensation Plan for Dawn M. Severance (Jan. 1, 2024 – Dec. 31, 2024)
10.10*	Transition Agreement, dated May 2, 2022, by and between Computer Programs and Systems, Inc. and J. Boyd Douglas, Jr. (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated May 2, 2022 and incorporated herein by reference)
10.11*	Employment Agreement, dated July 1, 2022, by and between the Company and Christopher L. Fowler (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated July 7, 2022 and incorporated herein by reference)
10.12*	Restricted Stock Award Agreement, dated July 1, 2022, by and between the Company and Christopher L. Fowler (filed as Exhibit 10.2 to CPSI's Current Report on Form 8-K dated July 7, 2022 and incorporated herein by reference)
10.13*	Confidential General Release of Claims and Separation Agreement, dated January 11, 2023, by and between Computer Programs and Systems, Inc. and Troy D. Rosser (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated January 12, 2023 and incorporated herein by reference)
10.14*	Agreement, dated January 11, 2023, by and between Computer Programs and Systems, Inc. and Troy D. Rosser (filed as Exhibit 10.2 to CPSI's Current Report on Form 8-K dated January 12, 2023 and incorporated herein by reference)
10.15	Form of Executive Severance Agreement entered into between Computer Programs and Systems, Inc. and each executive officer (other than Christopher L. Fowler) (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated June 26, 2023 and incorporated herein by reference)
10.16	Offer of Employment for Vinay Bassi, dated October 18, 2023 (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated November 7, 2023 and incorporated herein by reference)
10.17	Cash Retention Agreement, dated November 1, 2023, between Computer Programs and Systems, Inc. and Vinay Bassi (filed as Exhibit 10.2 to CPSI's Current Report on Form 8-K dated November 7, 2023 and incorporated herein by reference)
10.18	General Release of Claims, dated December 31, 2023, entered into by Matthew J. Chambless (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated January 5, 2024 and incorporated herein by reference)
10.19	Consulting Agreement, dated January 1, 2024, by and between Computer Programs and Systems, Inc. and Matthew J. Chambless (filed as Exhibit 10.2 to CPSI's Current Report on Form 8-K dated January 5, 2024 and incorporated herein by reference)
10.20	Amended and Restated Credit Agreement, dated as of June 16, 2020, by and among Computer Programs and Systems, Inc., certain of its subsidiaries, as guarantors, certain lenders named therein, and Regions Bank, as administrative agent and collateral agent (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated June 18, 2020 and incorporated herein by reference)
10.21	Amended and Restated Pledge and Security Agreement, dated as of June 16, 2020, by and among the parties identified as Obligors therein and Regions Bank, as collateral agent (filed as Exhibit 10.2 to CPSI's Current Report on Form 8-K dated June 18,2020 and incorporated herein by reference)

10.22	First Amendment, dated as of May 2, 2022, to the Amended and Restated Credit Agreement, dated as of June 16, 2020, by and among Computer Programs and Systems, Inc., certain of its subsidiaries, as guarantors, certain lenders named therein, and Regions Bank, as administrative agent and collateral agent (filed as Exhibit 10.1 to CPSI's Current Report on 8-K dated May 3, 2022 and incorporated herein by reference)
10.23	Second Amendment, dated as of March 10, 2023, to the Amended and Restated Credit Agreement, dated as of June 16, 2020, by and among Computer Programs and Systems, Inc., certain of its subsidiaries, as guarantors, certain lenders named therein, and Regions Bank, as administrative agent and collateral agent (filed as Exhibit 10.22 to CPSI's Annual Report on Form 10-K for the period ended December 31, 2022 and incorporated herein by reference)
10.24	Waiver (of Amended and Restated Credit Agreemet), dated as of November 8, 2023, by and among Computer Programs and Systems, Inc., certain of its subsidiaries, as guarantors, certain lenders named therein, and Regions Bank, as administrative agent and collateral agent (filed as Exhibit 10.1 to CPSI's Quarterly Report on Form 10-Q for the period ended September 30, 2023 and incorporated herein by reference)
10.25	Third Amendment, dated as of January 16, 2024, to the Amended and Restated Credit Agreement, dated as of June 16, 2020, by and among Computer Programs and Systems, Inc., certain of its subsidiaries, as guarantors, certain lenders named therein, and Regions Bank, as administrative agent and collateral agent (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated January 17, 2024 and incorporated herein by reference)
10.26	Fourth Amendment, dated as of February 29, 2024, to the Amended and Restated Credit Agreement, dated as of June 16, 2020, by and among Computer Programs and Systems, Inc., certain of its subsidiaries, as guarantors, certain lenders named therein, and Regions Bank, as administrative agent and collateral agent (filed as Exhibit 10.1 to CPSI's Current Report on Form 8-K dated February 29, 2024 and incorporated herein by reference)
21.1	Subsidiaries of the registrant
23.1	Consent of Grant Thornton LLP, Independent Registered Public Accounting Firm
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following financial statements from the Company's Annual Report on Form 10-K for the year ended December 31, 2023, formatted in Inline XBRL: (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Operations; (iii) the Consolidated Statements of Stockholders' Equity; (iv) the Consolidated Statements of Cash Flows; and (v) the Notes to the Consolidated Financial Statements
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Management compensation plan or arrangement

COMPUTER PROGRAMS AND SYSTEMS, INC.
AMENDED AND RESTATED
2019 INCENTIVE PLAN

1. Purpose; Eligibility.

1.1 General Purpose. The name of this plan is the Computer Programs and Systems, Inc. Amended and Restated 2019 Incentive Plan (the "**Plan**"). The purposes of the Plan are to (a) enable Computer Programs and Systems, Inc., a Delaware corporation (the "**Company**"), and any Affiliate to attract and retain the types of Employees, Consultants and Directors who will contribute to the Company's long range success; (b) provide incentives that align the interests of Employees, Consultants and Directors with those of the stockholders of the Company; and (c) promote the success of the Company's business.

1.2 Eligible Award Recipients. The persons eligible to receive Awards are the Employees, Consultants and Directors of the Company and its Affiliates and such other individuals designated by the Committee who are reasonably expected to become Employees, Consultants and Directors after the receipt of Awards.

1.3 Available Awards. Awards that may be granted under the Plan include: (a) Incentive Stock Options, (b) Nonqualified Stock Options, (c) Stock Appreciation Rights, (d) Restricted Awards, (e) Performance Share Awards, (f) Cash Awards, and (g) Other Equity-Based Awards.

2. Definitions.

"**Affiliate**" means a corporation or other entity that, directly or through one or more intermediaries, controls, is controlled by or is under common control with, the Company.

"**Applicable Laws**" means the requirements related to or implicated by the administration of the Plan under applicable state corporate law, United States federal and state securities laws, the Code, the rules of any stock exchange or quotation system on which the shares of Common Stock are listed or quoted, and the applicable laws of any other jurisdiction where Awards are granted under the Plan.

"**Award**" means any right granted under the Plan, including an Incentive Stock Option, a Nonqualified Stock Option, a Stock Appreciation Right, a Restricted Award, a Performance Share Award, a Cash Award, or an Other Equity-Based Award.

"**Award Agreement**" means a written agreement, contract, certificate or other instrument or document evidencing the terms and conditions of an individual Award granted under the Plan which may, in the discretion of the Company, be transmitted electronically to any Participant. Each Award Agreement shall be subject to the terms and conditions of the Plan.

"**Beneficial Owner**" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular Person, such Person shall be deemed to have beneficial ownership of all securities that such Person has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"**Board**" means the Board of Directors of the Company, as constituted at any time.

"Cash Award" means an Award denominated in cash that is granted under Section 7.4 of the Plan.

"**Cause**" means:

With respect to any Employee or Consultant, unless the applicable Award Agreement states otherwise:

(a) If the Employee or Consultant is a party to an employment or service agreement with the Company or its Affiliates and such agreement provides for a definition of Cause, the definition contained therein; or

(b) If no such agreement exists, or if such agreement does not define Cause: (i) the commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude or the commission of any other act involving willful malfeasance or material fiduciary breach with respect to the Company or an Affiliate; (ii) conduct that results in or is reasonably likely to result in harm to the reputation or business of the Company or any of its Affiliates; (iii) gross negligence or willful misconduct with respect to the Company or an Affiliate; or (iv) material violation of state or federal securities laws.

With respect to any Director, unless the applicable Award Agreement states otherwise, a determination by a majority of the disinterested Board members that the Director has engaged in any of the following: (a) malfeasance in office; (b) gross misconduct or neglect; (c) false or fraudulent misrepresentation inducing the director's appointment; (d) willful conversion of corporate funds; or (e) repeated failure to participate in Board meetings on a regular basis despite having received proper notice of the meetings in advance.

The Committee, in its absolute discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause.

"**Change in Control**" means:

(a) The direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries, taken as a whole, to any Person that is not a subsidiary of the Company;

(b) The Incumbent Directors cease for any reason to constitute at least a majority of the Board;

(c) The date which is ten (10) business days prior to the consummation of a complete liquidation or dissolution of the Company;

(d) The acquisition by any Person of Beneficial Ownership of 50% or more (on a fully diluted basis) of either (i) the then outstanding shares of Common Stock of the Company, taking into account as outstanding for this purpose such Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise of any similar right to acquire such Common Stock or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**"); *provided, however*, that for purposes of this Plan, the following acquisitions shall not constitute a Change in Control: (A) any acquisition by the Company or any Affiliate, (B) any acquisition by any employee benefit plan sponsored or maintained by the Company or any subsidiary, (C) any acquisition which complies with clauses, (i), (ii) and (iii) of subsection (e) of this definition or (D) in respect of an Award

held by a particular Participant, any acquisition by the Participant or any group of persons including the Participant (or any entity controlled by the Participant or any group of persons including the Participant); or

(e) The consummation of a reorganization, merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "**Business Combination**"), unless immediately following such Business Combination: (i) more than 50% of the total voting power of (A) the entity resulting from such Business Combination (the "**Surviving Company**"), or (B) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership of sufficient voting securities eligible to elect a majority of the members of the board of directors (or the analogous governing body) of the Surviving Company (the "**Parent Company**"), is represented by the Outstanding Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which the Outstanding Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of the Outstanding Company Voting Securities among the holders thereof immediately prior to the Business Combination; (ii) no Person (other than any employee benefit plan sponsored or maintained by the Surviving Company or the Parent Company) is or becomes the Beneficial Owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect members of the board of directors of the Parent Company (or the analogous governing body) (or, if there is no Parent Company, the Surviving Company); and (iii) at least a majority of the members of the board of directors (or the analogous governing body) of the Parent Company (or, if there is no Parent Company, the Surviving Company) following the consummation of the Business Combination were Board members at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination.

Notwithstanding anything in the Plan to the contrary (including (a)-(e) above), to the extent any Award constitutes "deferred compensation" and such "deferred compensation" is payable upon a Change in Control, then the definition of Change in Control shall be as provided in Section 409A of the Code; *provided, however,* the following rules shall also apply: (i) a "change in the effective control" shall only be a Change in Control, if such change constitutes a more than 50% "change in effective control" of the Company; and (ii) a "change in the ownership of a substantial portion of the assets" shall only be a Change in Control, if such change constitutes a more than 50% "change in the ownership of a substantial portion of the assets" of the Company.

"**Clawback Policy**" has the meaning set forth in Section 14.2.

"**Code**" means the Internal Revenue Code of 1986, as it may be amended from time to time. Any reference to a section of the Code shall be deemed to include a reference to any regulations promulgated thereunder.

"**Committee**" means a committee of one or more members of the Board appointed by the Board to administer the Plan in accordance with Section 3.3 and Section 3.4.

"**Common Stock**" means the common stock, $0.001 par value per share, of the Company, or such other securities of the Company as may be designated by the Committee from time to time in substitution thereof.

"**Company**" means Computer Programs and Systems, Inc., a Delaware corporation, and any successor thereto.

"**Consultant**" means any individual or entity which performs bona fide services to the Company or an Affiliate, other than as an Employee or Director, and who may be offered securities registrable pursuant to a registration statement on Form S-8 under the Securities Act.

"**Continuous Service**" means that the Participant's service with the Company or an Affiliate, whether as an Employee, Consultant or Director, is not interrupted or terminated. The Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Consultant or Director or a change in the entity for which the Participant renders such service, *provided that* there is no interruption or termination of the Participant's Continuous Service; *provided further that* if any Award is subject to Section 409A of the Code, this sentence shall only be given effect to the extent consistent with a "Separation from Service" as defined under Section 409A of the Code. The Committee or its delegate, in its sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave or any other personal or family leave of absence. The Committee or its delegate, in its sole discretion, may determine whether a Company transaction, such as a sale or spin-off of a division or subsidiary that employs a Participant, shall be deemed to result in a termination of Continuous Service for purposes of affected Awards, and such decision shall be final, conclusive and binding.

"**Director**" means a member of the Board.

"**Disability**" means, unless the applicable Award Agreement says otherwise, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment; *provided, however*, for purposes of determining the term of an Incentive Stock Option pursuant to Section 6.9 hereof, the term Disability shall have the meaning ascribed to it under Section 22(e)(3) of the Code. The determination of whether an individual has a Disability shall be determined under procedures established by the Committee. Except in situations where the Committee is determining Disability for purposes of the term of an Incentive Stock Option pursuant to Section 6.9 hereof within the meaning of Section 22(e)(3) of the Code, the Committee may rely on any determination that a Participant is disabled, provided such determination is consistent with Treasury Regulation Section 1.409A-3(i)(4).

"**Disqualifying Disposition**" has the meaning set forth in Section 14.10.

"**Dividend Equivalents**" has the meaning set forth in Section 7.2.

"**Effective Date**" shall mean the date as of which this Plan is adopted by the Board.

"**Employee**" means any person, including an Officer or Director, employed by the Company or an Affiliate; *provided, that,* for purposes of determining eligibility to receive Incentive Stock Options, an Employee shall mean an employee of the Company or a parent or subsidiary corporation within the meaning of Section 424 of the Code. Mere service as a Director or payment of a director's fee by the Company or an Affiliate shall not be sufficient to constitute "employment" by the Company or an Affiliate.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fair Market Value**" means, as of any date, the value of the Common Stock as determined below. If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the NASDAQ Stock Market, the Fair Market Value shall be the closing price of a share of Common Stock (or if no sales were reported the closing price on the date immediately preceding such date) as quoted on such exchange or system on the day of determination, as reported in the *Wall Street Journal* or such other source as the

Committee deems reliable. In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Committee in accordance with Section 409A of the Code and such determination shall be conclusive and binding on all persons.

"Fiscal Year" means the Company's fiscal year.

"**Free Standing Rights**" has the meaning set forth in Section 7.1(a).

"**Grant Date**" means the date on which the Committee adopts a resolution, or takes other appropriate action, expressly granting an Award to a Participant that specifies the key terms and conditions of the Award or, if a later date is set forth in such resolution, then such date as is set forth in such resolution.

"**Incentive Stock Option**" means an Option that is designated by the Committee as an incentive stock option within the meaning of Section 422 of the Code and that meets the requirements set out in the Plan.

"**Incumbent Directors**" means individuals who, on the Effective Date, constitute the Board, *provided that* any individual becoming a Director subsequent to the Effective Date whose election or nomination for election to the Board was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for Director without objection to such nomination) shall be an Incumbent Director. No individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to Directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board shall be an Incumbent Director.

"**ISO Limit**" has the meaning set forth in Section 4.3.

"**Non-Employee Director**" means a Director who is a "non-employee director" within the meaning of Rule 16b-3.

"**Nonqualified Stock Option**" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

"**Officer**" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

"**Option**" means an Incentive Stock Option or a Nonqualified Stock Option granted pursuant to the Plan.

"**Option Exercise Price**" means the price at which a share of Common Stock may be purchased upon the exercise of an Option.

"**Optionholder**" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

"**Other Equity-Based Award**" means an Award that is not an Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, or Performance Share Award that is granted under Section 7.4 and is payable by delivery of Common Stock and/or which is measured by reference to the value of Common Stock.

"**Participant**" means an eligible person to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Award.

"**Performance Goals**" means, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon business criteria or other performance measures determined by the Committee in its discretion.

"**Performance Period**" means the one or more periods of time not less than one fiscal quarter in duration, as the Committee may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to and the payment of a Performance Share Award or a Cash Award.

"**Performance Share**" means the grant of a right to receive a number of actual shares of Common Stock or share units based upon the performance of the Company during a Performance Period, as determined by the Committee.

"**Performance Share Award**" means any Award granted pursuant to Section 7.3 hereof.

"**Permitted Transferee**" means a member of the Optionholder's immediate family (child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships), any person sharing the Optionholder's household (other than a tenant or employee), a trust in which these persons have more than 50% of the beneficial interest, a foundation in which these persons (or the Optionholder) control the management of assets, and any other entity in which these persons (or the Optionholder) own more than 50% of the voting interests.

"**Person**" means a person as defined in Section 13(d)(3) of the Exchange Act.

"**Plan**" means this Computer Programs and Systems, Inc. Amended and Restated 2019 Incentive Plan, as amended and/or amended and restated from time to time.

"**Related Rights**" has the meaning set forth in Section 7.1(a).

"**Restricted Award**" means any Award granted pursuant to Section 7.2(a).

"**Restricted Stock Units**" has the meaning set forth in Section 7.2(a).

"**Restricted Period**" has the meaning set forth in Section 7.2(a).

"**Rule 16b-3**" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Stock Appreciation Right**" means the right pursuant to an Award granted under Section 7.1 to receive, upon exercise, an amount payable in cash or shares equal to the number of shares subject to the Stock Appreciation Right that is being exercised multiplied by the excess of (a) the Fair Market Value of a share of Common Stock on the date the Award is exercised, over (b) the exercise price specified in the Stock Appreciation Right Award Agreement.

"**Stock for Stock Exchange**" has the meaning set forth in Section 6.4.

"**Substitute Award**" has the meaning set forth in Section 4.6.

"**Ten Percent Stockholder**" means a person who owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any of its Affiliates.

"**Total Share Reserve**" has the meaning set forth in Section 4.1.

"**Vested Unit**" has the meaning set forth in Section 7.2(d).

3. Administration.

3.1 Authority of Committee. The Plan shall be administered by the Committee or, in the Board's sole discretion, by the Board. Subject to the terms of the Plan, the Committee's charter and Applicable Laws, and in addition to other express powers and authorization conferred by the Plan, the Committee (or the Board, as the case may be) shall have the authority:

(a) to construe and interpret the Plan and apply its provisions;

(b) to promulgate, amend, and rescind rules and regulations relating to the administration of the Plan;

(c) to authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;

(d) to delegate its authority to one or more Officers of the Company with respect to Awards that do not involve "insiders" within the meaning of Section 16 of the Exchange Act;

(e) to determine when Awards are to be granted under the Plan and the applicable Grant Date;

(f) from time to time to select, subject to the limitations set forth in this Plan, those eligible Award recipients to whom Awards shall be granted;

(g) to determine the number of shares of Common Stock, if any, to be made subject to each Award;

(h) to determine whether each Option is to be an Incentive Stock Option or a Nonqualified Stock Option;

(i) to prescribe the terms and conditions of each Award, including, without limitation, the exercise price and medium of payment and vesting provisions, and to specify the provisions of the Award Agreement relating to such grant;

(j) to determine the target number of Performance Shares to be granted pursuant to a Performance Share Award, the performance measures that will be used to establish the Performance Goals, the Performance Period(s) and the number of Performance Shares earned by a Participant;

(k) in accordance and consistent with Section 409A of the Code, to amend any outstanding Awards, including for the purpose of modifying the time or manner of vesting or the term of any outstanding Award or extending the exercise period of any outstanding Award; *provided, however*, that if any such amendment impairs a Participant's rights or increases a Participant's obligations under his or her Award or creates or increases a Participant's federal

income tax liability with respect to an Award, such amendment shall also be subject to the Participant's consent;

(l) to determine the duration and purpose of leaves of absences which may be granted to a Participant without constituting termination of their employment for purposes of the Plan, which periods shall be no shorter than the periods generally applicable to Employees under the Company's employment policies;

(m) to make decisions with respect to outstanding Awards that may become necessary upon a change in corporate control or an event that triggers anti-dilution adjustments;

(n) to interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; and

(o) to exercise discretion to make any and all other determinations which it determines to be necessary or advisable for the administration of the Plan.

In accordance and consistent with Section 409A of the Code, the Committee also may modify the purchase price or the exercise price of any outstanding Award, *provided, however, that* no adjustment or reduction of the exercise price of any outstanding Option or Stock Appreciation Right in the event of a decline in Common Stock price shall be permitted without stockholder approval. The foregoing prohibition includes (i) reducing the exercise price of outstanding Options or Stock Appreciation Rights; (ii) cancelling outstanding Options or Stock Appreciation Rights in connection with the granting of Options or Stock Appreciation Rights with a lower exercise price to the same individual; (iii) cancelling Options or Stock Appreciation Rights with an exercise price in excess of the current Fair Market Value in exchange for a cash payment or other Awards(s); and (iv) taking any other action that would be treated as a repricing of an Option or Stock Appreciation Right under the rules of the primary securities exchange or similar entity on which the Common Stock is listed.

3.2 Committee Decisions Final. All decisions made by the Committee (or the Board, as the case may be) pursuant to the provisions of the Plan shall be final and binding on the Company and the Participants, unless such decisions are determined by a court having jurisdiction to be arbitrary and capricious.

3.3 Delegation. The Committee or, if no Committee has been appointed, the Board may delegate administration of the Plan to a committee or committees of one or more members of the Board, and the term "**Committee**" shall apply to any person or persons to whom such authority has been delegated. The Committee shall have the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board or the Committee shall thereafter be to the committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and revest in the Board the administration of the Plan. The members of the Committee shall be appointed by and serve at the pleasure of the Board. From time to time, the Board may increase or decrease the size of the Committee, add additional members to, remove members (with or without cause) from, appoint new members in substitution therefor, and fill vacancies, however caused, in the Committee. The Committee shall act pursuant to a vote of the majority of its members or, in the case of a Committee comprised of only two members, the unanimous consent of its members, whether present or not, or by the written consent of the majority of its members and minutes shall be kept of all of its meetings and copies thereof shall be provided to the Board. Subject to the limitations prescribed by the Plan and the Board, the Committee may establish and

follow such rules and regulations for the conduct of its business as it may determine to be advisable.

3.4 Committee Composition. Except as otherwise determined by the Board, the Committee shall consist solely of two or more Non-Employee Directors. The Board shall have discretion to determine whether or not it intends to comply with the exemption requirements of Rule 16b-3. However, if the Board intends to satisfy such exemption requirements, with respect to Awards to any insider subject to Section 16 of the Exchange Act, the Committee shall be a compensation committee of the Board that consists solely of two or more Non-Employee Directors. Within the scope of such authority, the Board or the Committee may delegate to a committee of one or more members of the Board who are not Non-Employee Directors the authority to grant Awards to eligible persons who are not then subject to Section 16 of the Exchange Act. Nothing herein shall create an inference that an Award is not validly granted under the Plan in the event Awards are granted under the Plan by a compensation committee of the Board that does not at all times consist solely of two or more Non-Employee Directors.

3.5 Indemnification. In addition to such other rights of indemnification as they may have as Directors or members of the Committee, and to the extent allowed by Applicable Laws, the Committee shall be indemnified by the Company against the reasonable expenses, including attorney's fees, actually incurred in connection with any action, suit or proceeding or in connection with any appeal therein, to which the Committee may be party by reason of any action taken or failure to act under or in connection with the Plan or any Award granted under the Plan, and against all amounts paid by the Committee in settlement thereof (*provided, however*, that the settlement has been approved by the Company, which approval shall not be unreasonably withheld) or paid by the Committee in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Committee did not act in good faith and in a manner which such person reasonably believed to be in the best interests of the Company, or in the case of a criminal proceeding, had no reason to believe that the conduct complained of was unlawful; *provided, however*, that within sixty (60) days after the institution of any such action, suit or proceeding, such Committee shall, in writing, offer the Company the opportunity at its own expense to handle and defend such action, suit or proceeding.

4. Shares Subject to the Plan.

4.1 Subject to adjustment in accordance with Section 11, no more than 2,085,000[1] shares of Common Stock, plus the number of shares of Common Stock underlying any award granted under the Computer Programs and Systems, Inc. Amended and Restated 2014 Incentive Plan that expires, terminates or is cancelled or forfeited under the terms of such plan, shall be available for the grant of Awards under the Plan (the "**Total Share Reserve**"). Performance Share Awards shall be counted assuming maximum performance results (if applicable) until such time as actual performance results can be determined. During the terms of the Awards, the Company shall keep available at all times the number of shares of Common Stock required to satisfy such Awards.

4.2 Shares of Common Stock available for issuance by the Company under the Plan may consist, in whole or in part, of authorized and unissued shares, treasury shares or shares reacquired by the Company in any manner.

[1] This represents the 1,000,000 shares of Common Stock initially approved for issuance under the Plan at the Annual Meeting of Stockholders on April 29, 2019 plus the 1,085,000 shares of Common Stock approved for issuance under the amended and restated Plan at the Annual Meeting of Stockholders on May 12, 2022.

4.3 Subject to adjustment in accordance with Section 11, no more than 100,000 shares of Common Stock may be issued in the aggregate pursuant to the exercise of Incentive Stock Options (the "**ISO Limit**").

4.4 The maximum number of shares of Common Stock subject to Awards granted during a single Fiscal Year to any Non-Employee Director, together with any cash fees paid to such Non-Employee Director during the Fiscal Year, shall not exceed a total value of $400,000 (calculating the value of any Awards based on the grant date fair value for financial reporting purposes).

4.5 Any shares of Common Stock subject to an Award that expires or is cancelled, forfeited, or terminated without issuance of the full number of shares of Common Stock to which the Award related will again be available for issuance under the Plan. Notwithstanding anything to the contrary contained herein: (1) shares subject to an Award under the Plan shall not again be made available for issuance or delivery under the Plan if such shares are (a) shares tendered in payment of an Award, (b) shares delivered by a Participant or withheld by the Company to satisfy any tax withholding obligation, or (c) shares covered by a stock-settled Stock Appreciation Right or other Awards that were not issued upon the settlement of the Award, and (2) shares repurchased on the open market with the proceeds of an Option Exercise Price shall not again be made available for issuance under the Plan. Furthermore, notwithstanding that an Award is settled by the delivery of a net number of shares, the full number of shares underlying such Award shall not be available for subsequent Awards under the Plan. Shares subject to Awards that are settled in cash will be added back to the Plan share reserve and again be available for issuance pursuant to Awards granted under the Plan.

4.6 In accordance and consistent with Section 409A of the Code, Awards may, in the sole discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by an entity acquired by the Company or with which the Company combines ("**Substitute Awards**"). Substitute Awards shall not be counted against the Total Share Reserve; provided, that, Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding options intended to qualify as Incentive Stock Options shall be counted against the ISO Limit. Subject to applicable stock exchange requirements, available shares under a stockholder-approved plan of an entity directly or indirectly acquired by the Company or with which the Company combines (as appropriately adjusted to reflect such acquisition or transaction) may be used for Awards under the Plan and shall not count toward the Total Share Limit.

5. Eligibility.

5.1 Eligibility for Specific Awards. Incentive Stock Options may be granted only to Employees. Awards other than Incentive Stock Options may be granted to Employees, Consultants and Directors and those individuals whom the Committee determines are reasonably expected to become Employees, Consultants and Directors following the Grant Date.

5.2 Ten Percent Stockholders. A Ten Percent Stockholder shall not be granted an Incentive Stock Option unless the Option Exercise Price is at least 110% of the Fair Market Value of the Common Stock on the Grant Date and the Option is not exercisable after the expiration of five (5) years from the Grant Date.

6. Option Provisions. Each Option granted under the Plan shall be evidenced by an Award Agreement. Each Option so granted shall be subject to the conditions set forth in this Section 6, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. No Options may be granted under the Plan that provide for automatic grants of new Options when a Participant pays the exercise price of a previously granted Option by

delivering shares of Common Stock owned by such Participant. All Options shall be separately designated Incentive Stock Options or Nonqualified Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. Notwithstanding the foregoing, the Company shall have no liability to any Participant or any other person if an Option designated as an Incentive Stock Option fails to qualify as such at any time or if an Option is determined to constitute "deferred compensation" within the meaning of Section 409A of the Code and the terms of such Option do not satisfy the requirements of Section 409A of the Code. The provisions of separate Options need not be identical, but each Option shall include (through incorporation of provisions hereof by reference in the Option or otherwise) the substance of each of the following provisions:

6.1 Term. Subject to the provisions of Section 5.2 regarding Ten Percent Stockholders, no Incentive Stock Option shall be exercisable after the expiration of ten (10) years from the Grant Date. The term of a Nonqualified Stock Option granted under the Plan shall be determined by the Committee; *provided, however*, no Nonqualified Stock Option shall be exercisable after the expiration of ten (10) years from the Grant Date.

6.2 Exercise Price of an Incentive Stock Option. Subject to the provisions of Section 5.2 regarding Ten Percent Stockholders, the Option Exercise Price of each Incentive Stock Option shall be not less than 100% of the Fair Market Value of the Common Stock subject to the Option on the Grant Date. Notwithstanding the foregoing, an Incentive Stock Option may be granted with an Option Exercise Price lower than that set forth in the preceding sentence if such Option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 424(a) of the Code.

6.3 Exercise Price of a Nonqualified Stock Option. The Option Exercise Price of each Nonqualified Stock Option shall be not less than 100% of the Fair Market Value of the Common Stock subject to the Option on the Grant Date. Notwithstanding the foregoing, a Nonqualified Stock Option may be granted with an Option Exercise Price lower than that set forth in the preceding sentence if such Option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 409A of the Code.

6.4 Consideration. The Option Exercise Price of Common Stock acquired pursuant to an Option shall be paid, to the extent permitted by applicable statutes and regulations, either (a) in cash or by certified or bank check at the time the Option is exercised or (b) in the discretion of the Committee, upon such terms as the Committee shall approve, the Option Exercise Price may be paid: (i) by delivery to the Company of other Common Stock, duly endorsed for transfer to the Company, with a Fair Market Value on the date of delivery equal to the Option Exercise Price (or portion thereof) due for the number of shares being acquired, or by means of attestation whereby the Participant identifies for delivery specific shares of Common Stock that have an aggregate Fair Market Value on the date of attestation equal to the Option Exercise Price (or portion thereof) and receives a number of shares of Common Stock equal to the difference between the number of shares thereby purchased and the number of identified attestation shares of Common Stock (a "**Stock for Stock Exchange**"); (ii) through a "cashless" exercise program established with a broker; (iii) by a reduction in the number of shares of Common Stock otherwise deliverable upon exercise of such Option with a Fair Market Value equal to the aggregate Option Exercise Price at the time of exercise; (iv) by any combination of the foregoing methods; or (v) in any other form of legal consideration that may be acceptable to the Committee. Unless otherwise specifically provided in the Award Agreement, the exercise price of Common Stock acquired pursuant to an Option that is paid by delivery (or attestation) to the Company of other Common Stock acquired, directly or indirectly from the Company, shall be paid only by shares of the Common Stock of the Company that have been held for more than six (6) months (or such longer or shorter period of time required to avoid a charge to earnings for

financial accounting purposes). Notwithstanding the foregoing, during any period for which the Common Stock is publicly traded (i.e., the Common Stock is listed on any established stock exchange or a national market system), an exercise by a Director or Officer that involves or may involve a direct or indirect extension of credit or arrangement of an extension of credit by the Company, directly or indirectly, in violation of Section 402(a) of the Sarbanes-Oxley Act of 2002 shall be prohibited with respect to any Award under this Plan. No Option may be exercised for a fraction of a share of Common Stock.

6.5 Transferability of an Incentive Stock Option. An Incentive Stock Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Optionholder only by the Optionholder. Notwithstanding the foregoing, the Optionholder may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionholder, shall thereafter be entitled to exercise the Option.

6.6 Transferability of a Nonqualified Stock Option. A Nonqualified Stock Option may, in the sole discretion of the Committee, be transferable to a Permitted Transferee, upon written approval by the Committee to the extent provided in the Award Agreement. If the Nonqualified Stock Option does not provide for transferability, then the Nonqualified Stock Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Optionholder only by the Optionholder. Notwithstanding the foregoing, the Optionholder may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionholder, shall thereafter be entitled to exercise the Option.

6.7 Termination of Continuous Service. Unless otherwise provided in an Award Agreement or in an employment agreement the terms of which have been approved by the Committee, in the event an Optionholder's Continuous Service terminates (other than upon the Optionholder's death or Disability), the Optionholder may exercise his or her Option (to the extent that the Optionholder was entitled to exercise such Option as of the date of termination) but only within such period of time ending on the earlier of (a) the date three (3) months following the termination of the Optionholder's Continuous Service or (b) the expiration of the term of the Option as set forth in the Award Agreement; *provided that*, if the termination of Continuous Service is by the Company for Cause, all outstanding Options (whether or not vested) shall immediately terminate and cease to be exercisable. If, after termination, the Optionholder does not exercise his or her Option within the time specified in the Award Agreement, the Option shall terminate.

6.8 Extension of Termination Date. An Optionholder's Award Agreement may also provide that if the exercise of the Option following the termination of the Optionholder's Continuous Service for any reason would be prohibited at any time because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act or any other state or federal securities law or the rules of any securities exchange or interdealer quotation system, then the Option shall terminate on the earlier of (a) the expiration of the term of the Option in accordance with Section 6.1 or (b) the expiration of a period after termination of the Participant's Continuous Service that is three (3) months after the end of the period during which the exercise of the Option would be in violation of such registration or other securities law requirements.

6.9 Disability of Optionholder. Unless otherwise provided in an Award Agreement, in the event that an Optionholder's Continuous Service terminates as a result of the Optionholder's Disability, the Optionholder may exercise his or her Option (to the extent that the Optionholder was entitled to exercise such Option as of the date of termination), but only within such period of time ending on the earlier of (a) the date twelve (12) months following such termination or (b)

the expiration of the term of the Option as set forth in the Award Agreement. If, after termination, the Optionholder does not exercise his or her Option within the time specified herein or in the Award Agreement, the Option shall terminate.

6.10 Death of Optionholder. Unless otherwise provided in an Award Agreement, in the event an Optionholder's Continuous Service terminates as a result of the Optionholder's death, then the Option may be exercised (to the extent the Optionholder was entitled to exercise such Option as of the date of death) by the Optionholder's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the Optionholder's death, but only within the period ending on the earlier of (a) the date twelve (12) months following the date of death or (b) the expiration of the term of such Option as set forth in the Award Agreement. If, after the Optionholder's death, the Option is not exercised within the time specified herein or in the Award Agreement, the Option shall terminate.

6.11 Incentive Stock Option $100,000 Limitation. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and its Affiliates) exceeds $100,000, the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as Nonqualified Stock Options.

6.12 Dividend Equivalents on Options. In no event shall any Dividend Equivalents be paid with respect to any Options until such Options are vested, it being understood that Dividend Equivalents may be credited with respect to such awards, with payment subject to such awards actually vesting (if any). In any event, any such payment shall be made no later than two and one-half (2 ½) months following the end of the calendar year in which such vesting occurs.

7. Provisions of Awards Other Than Options.

7.1 Stock Appreciation Rights.

(a) General. Each Stock Appreciation Right granted under the Plan shall be evidenced by an Award Agreement. Each Stock Appreciation Right so granted shall be subject to the conditions set forth in this Section 7.1, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. Stock Appreciation Rights may be granted alone ("**Free Standing Rights**") or in tandem with an Option granted under the Plan ("**Related Rights**").

(b) Grant Requirements. Any Related Right that relates to a Nonqualified Stock Option may be granted at the same time the Option is granted or at any time thereafter but before the exercise or expiration of the Option. Any Related Right that relates to an Incentive Stock Option must be granted at the same time the Incentive Stock Option is granted.

(c) Term of Stock Appreciation Rights. The term of a Stock Appreciation Right granted under the Plan shall be determined by the Committee; *provided, however*, no Stock Appreciation Right shall be exercisable later than the tenth anniversary of the Grant Date.

(d) Exercise and Payment. Upon exercise of a Stock Appreciation Right, the holder shall be entitled to receive from the Company an amount equal to the number of shares of Common Stock subject to the Stock Appreciation Right that is being exercised multiplied by the excess of (i) the Fair Market Value of a share of Common Stock on the date the Award is exercised, over (ii) the exercise price specified in the Stock Appreciation Right or related Option. Payment with respect to the exercise of a Stock Appreciation Right shall be made on the date of exercise. Payment shall be made in the form of shares of Common Stock (with or without

restrictions as to substantial risk of forfeiture and transferability, as determined by the Committee in its sole discretion), cash or a combination thereof, as determined by the Committee. No Stock Appreciation Right may be exercised for a fraction of a share of Common Stock.

(e) Exercise Price. The exercise price of a Free Standing Right shall be determined by the Committee, but shall not be less than 100% of the Fair Market Value of one (1) share of Common Stock on the Grant Date of such Stock Appreciation Right. A Related Right granted simultaneously with or subsequent to the grant of an Option and in conjunction therewith or in the alternative thereto shall have the same exercise price as the related Option, shall be transferable only upon the same terms and conditions as the related Option, and shall be exercisable only to the same extent as the related Option; *provided, however*, that a Stock Appreciation Right, by its terms, shall be exercisable only when the Fair Market Value per share of Common Stock subject to the Stock Appreciation Right and related Option exceeds the exercise price per share thereof and no Stock Appreciation Rights may be granted in tandem with an Option unless the Committee determines that the requirements of Section 7.1(b) are satisfied.

(f) Reduction in the Underlying Option Shares. Upon any exercise of a Related Right, the number of shares of Common Stock for which any related Option shall be exercisable shall be reduced by the number of shares for which the Stock Appreciation Right has been exercised. The number of shares of Common Stock for which a Related Right shall be exercisable shall be reduced upon any exercise of any related Option by the number of shares of Common Stock for which such Option has been exercised.

(g) Dividend Equivalents on Stock Appreciation Rights. In no event shall any Dividend Equivalents be paid with respect to any Stock Appreciation Rights until such awards are vested, it being understood that Dividend Equivalents may be credited with respect to such awards, with payment subject to such awards actually vesting (if any). In any event, any such payment shall be made no later than two and one-half (2 ½) months following the end of the calendar year in which such vesting occurs.

7.2 Restricted Awards.

(a) General. A Restricted Award is an Award of actual shares of Common Stock ("**Restricted Stock**") or hypothetical Common Stock units ("**Restricted Stock Units**") having a value equal to the Fair Market Value of an identical number of shares of Common Stock, which may, but need not, provide that such Restricted Award may not be sold, assigned, transferred or otherwise disposed of, pledged or hypothecated as collateral for a loan or as security for the performance of any obligation or for any other purpose for such period (the "**Restricted Period**") as the Committee shall determine. Each Restricted Award granted under the Plan shall be evidenced by an Award Agreement. Each Restricted Award so granted shall be subject to the conditions set forth in this Section 7.2, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement.

(b) Restricted Stock and Restricted Stock Units.

(i) Each Participant granted Restricted Stock shall execute and deliver to the Company an Award Agreement with respect to the Restricted Stock setting forth the restrictions and other terms and conditions applicable to such Restricted Stock. If the Committee determines that the Restricted Stock shall be held by the Company or in escrow rather than delivered to the Participant pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (A) an escrow agreement satisfactory to the Committee, if applicable and (B) the appropriate blank stock power with respect to the Restricted Stock covered by such agreement. If a

Participant fails to execute an agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and stock power, the Award shall be null and void. Subject to the restrictions set forth in the Award, the Participant generally shall have the rights and privileges of a stockholder as to such Restricted Stock, including the right to vote such Restricted Stock.

(ii) The terms and conditions of a grant of Restricted Stock Units shall be reflected in an Award Agreement. No shares of Common Stock shall be issued at the time a Restricted Stock Unit is granted, and the Company will not be required to set aside funds for the payment of any such Award. A Participant shall have no voting rights with respect to any Restricted Stock Units granted hereunder.

(iii) At the discretion of the Committee, each share of Restricted Stock or each Restricted Stock Unit (representing one (1) share of Common Stock) may be credited with an amount equal to the cash and stock dividends paid by the Company in respect of one (1) share of Common Stock ("**Dividend Equivalents**"). Dividend Equivalents shall be withheld by the Company and credited to the Participant's account, and interest may be credited on the amount of cash Dividend Equivalents credited to the Participant's account at a rate and subject to such terms as determined by the Committee. Dividend Equivalents credited to a Participant's account and attributable to any particular share of Restricted Stock or Restricted Stock Unit (and earnings thereon, if applicable) shall be distributed in cash or, at the discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such Dividend Equivalents and earnings, if applicable, to the Participant upon vesting of such share of Restricted Stock or settlement of such Restricted Stock Unit, as applicable (in any event, no later than two and one-half (2 ½) months following the year in which such vesting or settlement occurs) and, if such share of Restricted Stock or such Restricted Stock Unit is forfeited, the Participant shall have no right to such Dividend Equivalents.

(c) Restrictions.

(i) Restricted Stock awarded to a Participant shall be subject to the following restrictions until the expiration of the Restricted Period, and to such other terms and conditions as may be set forth in the applicable Award Agreement: (A) if an escrow arrangement is used, the Participant shall not be entitled to delivery of the stock certificate; (B) the shares shall be subject to the restrictions on transferability set forth in the Award Agreement; (C) the shares shall be subject to forfeiture to the extent provided in the applicable Award Agreement; and (D) to the extent such shares are forfeited, the stock certificates shall be returned to the Company, and all rights of the Participant to such shares and as a stockholder with respect to such shares shall terminate without further obligation on the part of the Company.

(ii) Restricted Stock Units awarded to any Participant shall be subject to (A) forfeiture until the expiration of the Restricted Period, and satisfaction of any applicable Performance Goals during such period, to the extent provided in the applicable Award Agreement, and to the extent such Restricted Stock Units are forfeited, all rights of the Participant to such Restricted Stock Units shall terminate without further obligation on the part of the Company and (B) such other terms and conditions as may be set forth in the applicable Award Agreement.

(iii) The Committee shall have the authority to remove any or all of the restrictions on the Restricted Stock and Restricted Stock Units whenever it may determine that, by reason of changes in Applicable Laws or other changes in circumstances arising after the date the Restricted Stock or Restricted Stock Units are granted, such action is appropriate.

(d) Delivery of Restricted Stock and Settlement of Restricted Stock Units. Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock, the restrictions set forth in Section 7.2(c) and the applicable Award Agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration, the Company shall deliver to the Participant, or his or her beneficiary, without charge, the stock certificate evidencing the shares of Restricted Stock which have not then been forfeited and with respect to which the Restricted Period has expired (to the nearest full share). Upon the expiration of the Restricted Period (in any event, no later than two and one-half (2 ½) months following the year in which such expiration occurs) with respect to any outstanding Restricted Stock Units, the Company shall deliver to the Participant, or his or her beneficiary, without charge, one (1) share of Common Stock for each such outstanding vested Restricted Stock Unit ("**Vested Unit**") and cash equal to any Dividend Equivalents credited with respect to each such Vested Unit in accordance with Section 7.2(b)(iii) hereof and the interest thereon or, at the discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to such Dividend Equivalents and the interest thereon, if any; *provided, however*, that, if explicitly provided in the applicable Award Agreement, the Committee may, in its sole discretion, elect to pay cash or part cash and part Common Stock in lieu of delivering only shares of Common Stock for Vested Units. If a cash payment is made in lieu of delivering shares of Common Stock, the amount of such payment shall be equal to the Fair Market Value of the Common Stock as of the date on which the Restricted Period lapsed with respect to each Vested Unit. No Restricted Award may be granted or settled for a fraction of a share of Common Stock.

(e) Stock Restrictions. Each certificate representing Restricted Stock awarded under the Plan shall bear a legend in such form as the Company deems appropriate.

7.3 Performance Share Awards.

(a) Grant of Performance Share Awards. Each Performance Share Award granted under the Plan shall be evidenced by an Award Agreement. Each Performance Share Award so granted shall be subject to the conditions set forth in this Section 7.3, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. The Committee shall have the discretion to determine: (i) the number of shares of Common Stock or stock-denominated units subject to a Performance Share Award granted to any Participant; (ii) the Performance Period applicable to any Award; (iii) the conditions that must be satisfied for a Participant to earn an Award; and (iv) the other terms, conditions and restrictions of the Award.

(b) Earning Performance Share Awards. The number of Performance Shares earned by a Participant will depend on the extent to which the Performance Goals established by the Committee are attained within the applicable Performance Period, as determined by the Committee. No payout or issuance of shares of Common Stock shall be made with respect to any Performance Share Award except upon written certification by the Committee that the minimum threshold Performance Goal(s) have been achieved. Unless otherwise provided in an Award Agreement, any such payment shall be made no later than two and one-half (2 ½) months following the end of the calendar year in which the applicable Performance Period ends.

(c) Dividend Equivalents on Performance Share Awards. In no event shall any Dividend Equivalents be paid with respect to any Performance Share Awards until such awards are vested, it being understood that Dividend Equivalents may be credited with respect to such Performance Share Awards, with payment subject to such awards actually vesting (if any). In any event, any such payment shall be made no later than two and one-half (2 ½) months following the end of the calendar year in which such vesting occurs.

7.4 Other Equity-Based Awards and Cash Awards. The Committee may grant Other Equity-Based Awards, either alone or in tandem with other Awards, in such amounts and subject to such conditions as the Committee shall determine in its sole discretion. Each Other Equity-Based Award shall be evidenced by an Award Agreement and shall be subject to such conditions, not inconsistent with the Plan, as may be reflected in the applicable Award Agreement. The Committee may grant Cash Awards in such amounts and subject to such Performance Goals, other vesting conditions, and such other terms as the Committee determines in its discretion. Cash Awards shall be evidenced in such form as the Committee may determine. Unless otherwise provided in an Award Agreement, payment of any such Other Equity-Based Award or Cash Award shall be made no later than two and one-half (2 ½) months following the end of the calendar year in which vesting occurs. In no event shall any Dividend Equivalents be paid with respect to any Other Equity-Based Awards until such awards are vested, it being understood that Dividend Equivalents may be credited with respect to such awards, with payment subject to such awards actually vesting (if any). In any event, any such payment shall be made no later than two and one-half (2 ½) months following the end of the calendar year in which such vesting occurs.

8. Securities Law Compliance. Each Award Agreement shall provide that no shares of Common Stock shall be purchased or sold thereunder unless and until (a) any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel and (b) if required to do so by the Company, the Participant has executed and delivered to the Company a letter of investment intent in such form and containing such provisions as the Committee may require. The Company shall use reasonable efforts to seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Awards and to issue and sell shares of Common Stock upon exercise of the Awards; *provided, however*, that this undertaking shall not require the Company to register under the Securities Act the Plan, any Award or any Common Stock issued or issuable pursuant to any such Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Awards unless and until such authority is obtained.

9. Use of Proceeds from Stock. Proceeds from the sale of Common Stock pursuant to Awards, or upon exercise thereof, shall constitute general funds of the Company.

10. Miscellaneous.

10.1 Acceleration of Exercisability and Vesting; Minimum Vesting Requirement. In accordance and consistent with Section 409A of the Code, the Committee shall have the power to accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Award stating the time at which it may first be exercised or the time during which it will vest. Notwithstanding any other provision of the Plan to the contrary, Awards granted under the Plan (other than Cash Awards) shall vest no earlier than one (1) year after the Grant Date; *provided*, that the following Awards shall not be subject to the foregoing minimum vesting requirement: any (i) Substitute Awards, (ii) shares delivered in lieu of fully vested Cash Awards

and (iii) any additional Awards the Committee may grant, up to a maximum of 5% of the Total Share Reserve authorized for issuance under the Plan pursuant to Section 4.1 (subject to adjustment under Section 11); and, *provided, further*, that the foregoing restriction does not apply to the Committee's discretion to provide for accelerated exercisability or vesting of any Award in the terms of any Award Agreement upon the occurrence of a specified event.

10.2 Stockholder Rights. Except as provided in the Plan or an Award Agreement, no Participant shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Award unless and until such Participant has satisfied all requirements for exercise of the Award pursuant to its terms and no adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions of other rights for which the record date is prior to the date such Common Stock certificate is issued, except as provided in Section 11 hereof.

10.3 No Employment or Other Service Rights. Nothing in the Plan or any instrument executed or Award granted pursuant thereto shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or shall affect the right of the Company or an Affiliate to terminate (a) the employment of an Employee or the service of a Consultant with or without notice and with or without Cause or (b) the service of a Director pursuant to the By-laws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

10.4 Transfer; Approved Leave of Absence. For purposes of the Plan, no termination of employment by an Employee shall be deemed to result from either (a) a transfer of employment to the Company from an Affiliate or from the Company to an Affiliate, or from one Affiliate to another, or (b) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the Employee's right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Committee otherwise so provides in writing, in either case, except to the extent inconsistent with Section 409A of the Code if the applicable Award is subject thereto.

10.5 Withholding Obligations. To the extent provided by the terms of an Award Agreement and subject to the discretion of the Committee, the Participant may satisfy any federal, state or local tax withholding obligation relating to the exercise or acquisition of Common Stock under an Award by any of the following means (in addition to the Company's right to withhold from any compensation paid to the Participant by the Company) or by a combination of such means: (a) tendering a cash payment; (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable to the Participant as a result of the exercise or acquisition of Common Stock under the Award, *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law; or (c) delivering to the Company previously owned and unencumbered shares of Common Stock of the Company.

11. Adjustments Upon Changes in Stock. In the event of changes in the outstanding Common Stock or in the capital structure of the Company by reason of any stock or extraordinary cash dividend, stock split, reverse stock split, an extraordinary corporate transaction such as any recapitalization, reorganization, merger, consolidation, combination, exchange, or other relevant change in capitalization occurring after the Grant Date of any Award, Awards granted under the Plan and any Award Agreements, the exercise price of Options and Stock Appreciation Rights, the Performance Goals to which Performance Share Awards and Cash Awards are subject, and the maximum number of shares of Common Stock subject to all Awards stated in Section 4 will be equitably adjusted or substituted, as to the number, price or kind of a share of Common Stock

or other consideration subject to such Awards to the extent necessary to preserve the economic intent of such Award. In the case of adjustments made pursuant to this Section 11, unless the Committee specifically determines that such adjustment is in the best interests of the Company or its Affiliates, the Committee shall, in the case of Incentive Stock Options, ensure that any adjustments under this Section 11 will not constitute a modification, extension or renewal of the Incentive Stock Options within the meaning of Section 424(h)(3) of the Code and in the case of Nonqualified Stock Options, ensure that any adjustments under this Section 11 will not constitute a modification of such Nonqualified Stock Options within the meaning of Section 409A of the Code. Any adjustments made under this Section 11 shall be made in a manner which does not adversely affect the exemption provided pursuant to Rule 16b-3. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

12. Effect of Change in Control.

12.1 Unless otherwise provided in an Award Agreement, notwithstanding any provision of the Plan to the contrary:

(a) In the event of a Change in Control, all outstanding Options and Stock Appreciation Rights shall become immediately exercisable with respect to 100% of the shares subject to such Options or Stock Appreciation Rights, and/or the Restricted Period shall expire immediately with respect to 100% of the outstanding shares of Restricted Stock or Restricted Stock Units.

(b) With respect to Performance Share Awards and Cash Awards, in the event of a Change in Control, all incomplete Performance Periods in respect of such Awards in effect on the date the Change in Control occurs shall end on the date of such change and the Committee shall (i) determine the extent to which Performance Goals with respect to each such Performance Period have been met based upon such audited or unaudited financial information then available as it deems relevant and (ii) cause to be paid to the applicable Participant partial or full Awards with respect to Performance Goals for each such Performance Period based upon the Committee's determination of the degree of attainment of Performance Goals or, if not determinable, assuming that the applicable "target" levels of performance have been attained, or on such other basis determined by the Committee. The payment of such partial or full Award shall take place no later than two and one-half (2 ½) months following the end of the calendar year in which such Change in Control occurs.

To the extent practicable, any actions taken by the Committee under the immediately preceding clauses (a) and (b) shall occur in a manner and at a time which allows affected Participants the ability to participate in the Change in Control with respect to the shares of Common Stock subject to their Awards.

12.2 In addition, in the event of a Change in Control, the Committee may in its discretion and upon at least ten (10) days' advance notice to the affected persons, cancel any outstanding Awards and pay to the holders thereof, in cash or stock, or any combination thereof, the value of such Awards based upon the price per share of Common Stock received or to be received by other stockholders of the Company in the event. In the case of any Option or Stock Appreciation Right with an exercise price that equals or exceeds the price paid for a share of Common Stock in connection with the Change in Control, the Committee may cancel the Option or Stock Appreciation Right without the payment of consideration therefor.

12.3 The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to

all or substantially all of the assets and business of the Company and its Affiliates, taken as a whole.

13. Amendment of the Plan and Awards.

13.1 Amendment of Plan. The Board at any time, and from time to time, may amend or terminate the Plan. However, except as provided in Section 11 relating to adjustments upon changes in Common Stock and Section 13.3, no amendment shall be effective unless approved by the stockholders of the Company to the extent stockholder approval is necessary to satisfy any Applicable Laws. At the time of such amendment, the Board shall determine, upon advice from counsel, whether such amendment will be contingent on stockholder approval.

13.2 Stockholder Approval. The Board may, in its sole discretion, submit any other amendment to the Plan for stockholder approval.

13.3 Contemplated Amendments. It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide eligible Employees, Consultants and Directors with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options or to the nonqualified deferred compensation provisions of Section 409A of the Code and/or to bring the Plan and/or Awards granted under it into compliance therewith.

13.4 No Impairment of Rights. Rights under any Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless (a) the Company requests the consent of the Participant and (b) the Participant consents in writing.

13.5 Amendment of Awards. In accordance and consistent with Section 409A of the Code, the Committee at any time, and from time to time, may amend the terms of any one or more Awards; *provided, however*, that the Committee may not affect any amendment which would otherwise constitute an impairment of the rights under any Award unless (a) the Company requests the consent of the Participant and (b) the Participant consents in writing.

14. General Provisions.

14.1 Forfeiture Events. The Committee may specify in an Award Agreement that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain events, in addition to applicable vesting conditions of an Award. Such events may include, without limitation, breach of non-competition, non-solicitation, confidentiality, or other restrictive covenants that are contained in the Award Agreement or otherwise applicable to the Participant, a termination of the Participant's Continuous Service for Cause, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

14.2 Clawback. Notwithstanding any other provisions in this Plan, in accordance and consistent with Section 409A of the Code, all Awards granted under the Plan that are subject to recovery under any law, government regulation or stock exchange listing requirement or any policy adopted by the Company that may be modified from time to time (a "**Clawback Policy**") will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement or Clawback Policy.

14.3 Other Compensation Arrangements. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to stockholder

approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

14.4 Unfunded Plan. The Plan shall be unfunded. Neither the Company, the Board, nor the Committee shall be required to establish any special or separate fund or to segregate any assets to assure the performance of its obligations under the Plan.

14.5 Recapitalizations. Each Award Agreement shall contain provisions required to reflect the provisions of Section 11.

14.6 Delivery. Upon exercise of a right granted under this Plan, the Company shall issue Common Stock or pay any amounts due within a reasonable period of time thereafter. Subject to any statutory or regulatory obligations the Company may otherwise have, for purposes of this Plan, thirty (30) days shall be considered a reasonable period of time.

14.7 No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan. The Committee shall determine whether cash, additional Awards or other securities or property shall be issued or paid in lieu of fractional shares of Common Stock or whether any fractional shares should be rounded, forfeited or otherwise eliminated.

14.8 Other Provisions; Employment Agreements. The Award Agreements authorized under the Plan may contain such other provisions not inconsistent with this Plan, including, without limitation, restrictions upon the exercise of Awards, as the Committee may deem advisable. In the event of any conflict between the terms of an employment agreement and the Plan, the terms of the employment agreement shall govern.

14.9 Section 409A. The Plan is intended to comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and administered to be in compliance therewith. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless Applicable Laws require otherwise. Notwithstanding anything to the contrary in the Plan, to the extent required to avoid accelerated taxation and tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six (6) month period immediately following the Participant's termination of Continuous Service shall instead be paid on the first payroll date after the six-month anniversary of the Participant's separation from service (or the Participant's death, if earlier). Notwithstanding the foregoing, none of the Company, the Board or the Committee shall have any obligation to take any action to prevent the assessment of any additional tax or penalty on any Participant under Section 409A of the Code and none of the Company, the Board or the Committee will have any liability to any Participant for such tax or penalty.

14.10 Disqualifying Dispositions. Any Participant who shall make a "disposition" (as defined in Section 424 of the Code) of all or any portion of shares of Common Stock acquired upon exercise of an Incentive Stock Option within two (2) years from the Grant Date of such Incentive Stock Option or within one (1) year after the issuance of the shares of Common Stock acquired upon exercise of such Incentive Stock Option (a "**Disqualifying Disposition**") shall be required to immediately advise the Company in writing as to the occurrence of the sale and the price realized upon the sale of such shares of Common Stock.

14.11 Section 16. It is the intent of the Company that the Plan satisfy, and be interpreted in a manner that satisfies, the applicable requirements of Rule 16b-3 so that Participants will be entitled to the benefit of Rule 16b-3, or any other rule promulgated under Section 16 of the Exchange Act, and will not be subject to short-swing liability under Section 16 of the Exchange

Act. Accordingly, if the operation of any provision of the Plan would conflict with the intent expressed in this Section 14.11, such provision to the extent possible shall be interpreted and/or deemed amended so as to avoid such conflict.

14.12 Beneficiary Designation. Each Participant under the Plan may from time to time name any beneficiary or beneficiaries by whom any right under the Plan is to be exercised in case of such Participant's death. Each designation will revoke all prior designations by the same Participant, shall be in a form reasonably prescribed by the Committee and shall be effective only when filed by the Participant in writing with the Company during the Participant's lifetime. If no valid beneficiary designation form is on file with the Company at the time of a Participant's death, the default beneficiary of such Participant shall be the Participant's spouse, if any, then to any children equally, per stirpes.

14.13 Expenses. The costs of administering the Plan shall be paid by the Company.

14.14 Severability. If any of the provisions of the Plan or any Award Agreement is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions shall not be affected thereby.

14.15 Plan Headings. The headings in the Plan are for purposes of convenience only and are not intended to define or limit the construction of the provisions hereof.

14.16 Non-Uniform Treatment. The Committee's determinations under the Plan need not be uniform and may be made by it selectively among persons who are eligible to receive, or actually receive, Awards. Without limiting the generality of the foregoing, the Committee shall be entitled to make non-uniform and selective determinations, amendments and adjustments, and to enter into non-uniform and selective Award Agreements.

15. Effective Date of Plan. The Plan shall become effective as of the Effective Date, but no Award shall be exercised (or, in the case of a stock Award, shall be granted) unless and until the Plan has been approved by the stockholders of the Company, which approval shall be within twelve (12) months before or after the date the Plan is adopted by the Board.

16. Termination or Suspension of the Plan. The Plan shall terminate automatically on March 10, 2032. No Award shall be granted pursuant to the Plan after such date, but Awards theretofore granted may extend beyond that date. The Board may suspend or terminate the Plan at any earlier date pursuant to Section 13.1 hereof. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

17. Choice of Law. The law of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to such state's conflict of law rules.

As originally adopted by the Board on March 7, 2019 and approved by the stockholders on April 29, 2019; as amended by the First Amendment, which was adopted by the Board and effective on March 7, 2019; as further amended by this Computer Programs and Systems, Inc. 2019 Amended and Restated Incentive Plan, which was adopted by the Board on March 10, 2022 and approved by the stockholders on May 12, 2022.

COMPUTER PROGRAMS AND SYSTEMS, INC.
AMENDED AND RESTATED 2019 INCENTIVE PLAN

RESTRICTED STOCK AWARD AGREEMENT

This Restricted Stock Award Agreement (this "**Agreement**") is made and entered into as of _____, 20__ (the "**Grant Date**") by and between Computer Programs & Systems, Inc., a Delaware corporation (the "**Company**"), and _____ (the "**Grantee**").

WHEREAS, the Company has adopted the Computer Programs and Systems, Inc. Amended and Restated 2019 Incentive Plan (the "**Plan**") pursuant to which awards of Restricted Stock may be granted; and

WHEREAS, the Compensation Committee of the Board of Directors (the "**Committee**") has determined that it is in the best interests of the Company and its shareholders to grant the award of Restricted Stock provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock. Pursuant to Section 7.2 of the Plan, the Company hereby issues to the Grantee on the Grant Date a Restricted Stock Award consisting of, in the aggregate, _____ shares of Common Stock of the Company (the "**Restricted Stock**"), on the terms and conditions and subject to the restrictions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. Consideration. The grant of the Restricted Stock is made in consideration of the services to be rendered by the Grantee to the Company.

3. Restricted Period; Vesting.

3.1 Except as otherwise provided herein, provided that the Grantee remains in Continuous Service through the applicable vesting date, the Restricted Stock will vest in accordance with the following schedule:

Vesting Date	**Shares of Common Stock**
First anniversary of the Grant Date	One-third (1/3) of the Restricted Stock
Second anniversary of the Grant Date	One-third (1/3) of the Restricted Stock
Third anniversary of the Grant Date	One-third (1/3) of the Restricted Stock

The period over which the Restricted Stock vests is referred to as the "**Restricted Period.**"

3.2 The foregoing vesting schedule notwithstanding:

(a) if the Grantee's Continuous Service is terminated as a result of the Grantee's death or Disability, one hundred percent (100%) of the unvested Restricted Stock shall vest as of the date of such termination;

(b) if the Grantee's Continuous Service is terminated by the Company or an Affiliate without Cause, the Compensation Committee may determine, in its sole discretion, at the time of your termination, to accelerate the vesting of all or any portion of the Restricted Stock; and

(c) if a Change in Control occurs, one hundred percent (100%) of the unvested Restricted Stock shall vest immediately.

4. Restrictions. The Restricted Stock and any rights relating thereto may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than in accordance with the terms of the Plan.

5. Rights as Shareholder; Dividends.

5.1 The Grantee shall be the record owner of the Restricted Stock until the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company including without limitation the right to vote such shares and receive all dividends or other distributions paid with respect to such shares.

5.2 The Company may issue stock certificates or evidence the Grantee's interest by using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are issued shall be retained by the Company until such time as the Restricted Stock vests.

5.3 If the Grantee forfeits any rights he or she has under this Agreement in accordance with Section 3, the Grantee shall, on the date of such forfeiture, no longer have any rights as a shareholder with respect to the Restricted Stock and shall no longer be entitled to vote or receive dividends on such shares.

6. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position or as an Employee of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

7. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the shares of Common Stock subject to the award of Restricted Stock shall be adjusted in any manner as contemplated by Section 11 of the Plan.

8. Tax Liability and Withholding.

8.1 The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

(a) tendering a cash payment;

(b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the minimum amount of tax required to be withheld by law; or

(c) delivering to the Company previously owned and unencumbered shares of Common Stock.

8.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant or vesting of the Restricted Stock or the subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock to reduce or eliminate the Grantee's liability for Tax-Related Items.

9. Section 83(b) Election. The Grantee may make an election under Code Section 83(b) (a "**Section 83(b) Election**") with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Grantee elects to make a Section 83(b) Election, the Grantee shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. The Grantee agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.

10. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

11. Legends. A legend may be placed on any certificate(s) or other document(s) delivered to the Grantee indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the shares of Common Stock are then listed or quoted.

12. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

13. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

14. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.

15. Restricted Stock Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.

17. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

18. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock in this Agreement does not create any contractual right or other right to receive any Restricted Stock or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

19. Amendment. In accordance and consistent with Section 409A of the Code, as applicable, the Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock, prospectively or retroactively; provided, that, no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

20. Section 409A. This Agreement is intended to either comply with or be exempt from Section 409A of the Code and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement either comply with Section 409A of the Code or are exempt therefrom and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

21. No Impact on Other Benefits. The value of the Grantee's Restricted Stock is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

23. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Restricted Stock subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon the grant or vesting of the Restricted Stock or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such grant, vesting or disposition.

[*signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPUTER PROGRAMS AND SYSTEMS, INC.

By: _____
Name: Matt J. Chambless
Its: Chief Financial Officer

_____
[_____]

COMPUTER PROGRAMS AND SYSTEMS, INC.
AMENDED AND RESTATED 2019 INCENTIVE PLAN

PERFORMANCE-BASED CASH BONUS AWARD AGREEMENT

This Performance-Based Cash Bonus Award Agreement (this "**Agreement**") between Computer Programs and Systems, Inc. (the "**Company**") and _____ ("**Participant**") is dated effective _____, 20__ (the "**Grant Date**").

AGREEMENT

1. Award. Subject to the terms and conditions hereof and of the Computer Programs and Systems, Inc. Amended and Restated 2019 Incentive Plan (as may be amended from time to time, the "**Plan**"), pursuant to Section 7.4 of the Plan, the Company hereby grants to Participant the right to earn a cash bonus (the "**Award**") under the Plan based upon the degree of the Company's achievement of the Performance Goals set forth in Section 2 over the fiscal year commencing on January 1, ____ and ending on December 31, ____ (the "**Performance Period**"). The target amount of Participant's Award shall be $_____ ("**Target Award**"). The actual amount of the Award, if any, shall be determined pursuant to Sections 2 through 5 below and may be greater than, equal to, or less than the Target Award based on the Company's performance during the Performance Period. Except as provided below, Participant must be employed continuously by the Company from the date hereof through the last day of the Performance Period in order to receive any payment hereunder. Capitalized terms that are used but not defined herein have the meanings ascribed to them in the Plan.

2. Performance Goals; Calculation of Award Amount.

(a) The percentage of Participant's Target Award that is earned shall be determined based (i) 37.5% on the Company's Adjusted EBITDA (as defined below) in 2023 ("**2023 Adjusted EBITDA**"), as compared to the Company's budgeted Adjusted EBITDA for 2023 ("**Budgeted Adjusted EBITDA**") (the "**Adjusted EBITDA Goal**"); (ii) 18.75% on the Company's Total Retention (as defined below) in 2023 ("**2023 Total Retention**"), as compared to the Company's budgeted Total Retention for 2023 ("**Budgeted Total Retention**") (the "**Total Retention Goal**"); (iii) 18.75% on the Company's Recurring Revenue (as defined below) in 2023 ("**2023 Recurring Revenue**"), as compared to the Company's budgeted Recurring Revenue for 2023 ("**Budgeted Recurring Revenue**") (the "**Recurring Revenue Goal**"); and (iv) 25% on individual performance goals established at the beginning of the Performance Period by the Company's President and Chief Executive Officer (the "**Individual Goals**" and, collectively with the Adjusted EBITDA Goal, the Total Retention Goal, and the Recurring Revenue Goal, the "**Performance Goals**"), as calculated in accordance with the following tables:

Amount of Adjusted EBITDA	Percentage Earned of Portion of Target Award Amount Allocable to Adjusted EBITDA Goal
Less than _____% of Budgeted Adjusted EBITDA	0% earned
_____% of Budgeted Adjusted EBITDA	25% earned
_____% of Budgeted Adjusted EBITDA	75% earned
_____% of Budgeted Adjusted EBITDA	100% earned
_____% of Budgeted Adjusted EBITDA	125% earned
_____% of Budgeted Adjusted EBITDA	150% earned
_____% of Budgeted Adjusted EBITDA	175% earned
_____% or more of Budgeted Adjusted EBITDA	200% earned

Amount of Total Retention	Percentage Earned of Portion of Target Award Amount Allocable to Total Retention Goal
Less than Budgeted Total Retention minus _____ BPs	0% earned
Budgeted Total Retention minus _____ BPs	25% earned
Budgeted Total Retention minus _____ BPs	75% earned
Budgeted Total Retention	100% earned
Budgeted Total Retention plus _____ BPs	125% earned
Budgeted Total Retention plus _____ BPs	150% earned
Budgeted Total Retention plus _____ BPs	175% earned
Budgeted Total Retention plus _____ BPs (or more)	200% earned

Amount of Recurring Revenue	Percentage Earned of Portion of Target Award Amount Allocable to Recurring Revenue Goal
Less than Budgeted Recurring Revenue minus _____ BPs	0% earned
Budgeted Recurring Revenue minus _____ BPs	25% earned
Budgeted Recurring Revenue minus _____ BPs	75% earned
Budgeted Recurring Revenue	100% earned
Budgeted Recurring Revenue plus _____ BPs	125% earned
Budgeted Recurring Revenue plus _____ BPs	150% earned
Budgeted Recurring Revenue plus _____ BPs	175% earned
Budgeted Recurring Revenue plus _____ BPs (or more)	200% earned

Performance Toward Individual Goals	Percentage Earned of Portion of Target Award Amount Allocable to Individual Goals
Regardless of performance toward Individual Goals, if 2023 Adjusted EBITDA is less than _____% of Budgeted Adjusted EBITDA	0% earned
Participant has achieved the Individual Goals at the target level of performance	100% earned
Participant has achieved the Individual Goals at the maximum level of performance	200% earned

(b) The Company will linearly interpolate between the amounts set forth in the tables in Section 2(a).

(c) For purposes of this Agreement, the following terms shall have the meanings set forth below:

"**Adjusted EBITDA**" is a non-GAAP financial measure and is calculated as GAAP net income as reported, adjusted for: (i) depreciation expense; (ii) amortization of acquisition-related intangible assets; (iii) stock-based compensation expense; (iv) severance and other non-recurring expenses; (v) goodwill impairment charges; (vi) interest expense and other, net; and (vii) the provision for income taxes.

"**Total Retention**" is defined as the amount of December 2023 Specified Revenue (as defined below), *divided by* the amount of December 2022 Specified Revenue (as defined below).

"**December 2022 Specified Revenue**" means, for the one-month period ended December 31, 2022, the recurring revenues, weighted according to total revenue contributed by each of the Company's business units (Revenue Cycle, EHR (production-environment customers), and Patient Engagement), but excluding the amount of any revenue resulting solely from price increases or decreases.

"**December 2023 Specified Revenue**" means, for the one-month period ended December 31, 2023, the recurring revenues from customers that contributed to December 2022 Specified Revenue, weighted according to total revenue contributed by each of the Company's business units (Revenue Cycle, EHR (production-environment customers), and Patient Engagement), but excluding the amount of any revenue resulting solely from price increases or decreases.

"**Recurring Revenue**" is defined as the total amount of all revenue of the Company in 2023 for which contractual terms and application of GAAP result in a pattern of revenue recognition that, absent specific action by the customer, is reasonably expected to repeat in future periods. Revenues specifically excluded from Recurring Revenue include installation revenues for perpetual-license system sales, one-time consulting engagements, and other one-time transactions.

(d) Following the completion of the Performance Period, the Compensation Committee of the Board of Directors of the Company (the "**Committee**") shall review and certify in writing whether, and to what extent, the Performance Goals have been achieved and, if so, calculate and certify in writing the amount of the Award earned. The Committee shall have the authority to adjust or modify the calculation of the Performance Goals for the Performance Period in order to prevent the diminution or enlargement of the rights of Participant based on the following events: (a) asset write-downs; (b) litigation or claim judgments or settlements; (c) the effect of changes in tax laws, accounting principles, or other laws or regulatory rules affecting reported results; (d) any reorganization and restructuring programs; (e) nonrecurring items as described in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report on Form 10-K for the applicable year; (f) acquisitions or divestitures; (g) a difference between the actual and expected mix between SaaS sales and license arrangement sales; (h) any other specific unusual or nonrecurring events, or objectively determinable category thereof; and (i) a change in the Company's fiscal year.

3. Service Requirements; Termination of Employment.

(a) General. Except as otherwise provided in this Agreement or Participant's employment agreement, if any, Participant shall be eligible to receive an Award only if Participant remains employed by the Company through the last day of the Performance Period. If Participant's Continuous Service terminates at any time during the Performance Period, then, except as otherwise provided in Section 3(b), this Agreement shall be canceled immediately on such termination of Continuous Service and Participant shall cease to have any right or entitlement to receive any payment hereunder. Nothing contained in this Agreement or in the Plan shall confer upon Participant any right to continue in the employment of the Company.

(b) Payment upon Participant's Death or Disability. Notwithstanding Section 3(a) above and except as otherwise provided in Participant's employment agreement, if any, if Participant's Continuous Service terminates during the Performance Period as a result of Participant's death or Disability, then Participant will receive a pro rata portion of the Award that otherwise would have been payable hereunder, with Participant's Award to be calculated in the manner set forth in Section 2 above, except that the amount of the Award, if any, will be pro-rated based on the number of days that Participant was employed by the Company between the date of the beginning of the Performance Period and the date that Participant's Continuous Service terminated as a percentage of the total number of days in the Performance Period.

4. Change in Control. Notwithstanding Section 2(a) above, if a Change in Control of the Company occurs during the Performance Period, then the Award shall be payable to Participant at the Target Award level and shall be payable no later than five (5) days following such Change in Control.

5. Payment of Awards. The Committee shall determine the amount, if any, of the Award payable to Participant in accordance with the terms of this Agreement and the Plan. Except as provided in Section 4 hereof, the percentage of Participant's Target Award that is earned under this Agreement shall be paid in cash within two and one-half (2½) months following the end of the Performance Period, including in the case of a payment pursuant to Section 3(b) hereof.

6. Transferability. The Award and any rights relating thereto may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than in accordance with the terms of the Plan.

7. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon Participant any right to be retained in any position or as an Employee of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate Participant's Continuous Service at any time, with or without Cause.

8. Tax Withholding. The Company shall withhold from any Award payable hereunder all federal, state, local and other income and employment taxes required to be withheld from such Award.

9. Conflicts and Interpretation. Participant acknowledges receipt of a copy of the Plan, and agrees that this Award shall be subject to all of the terms and conditions set forth in the Plan, including future amendments thereto, if any, pursuant to the terms thereof, which Plan is incorporated herein by reference as a part of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Plan, the terms and conditions of the Plan shall control. Furthermore, subject to applicable law and the terms of the Plan, all designations, determinations, interpretations and other decisions with respect to the Award shall be within the sole discretion of the Committee, may be made at any time, and shall be final, conclusive and binding upon all persons, including Participant.

10. Construction of Agreement. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. No waiver of any provision or violation of this Agreement by the Company shall be implied by the Company's forbearance or failure to take action.

11. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to Participant under this Agreement shall be in writing and addressed to Participant at Participant's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

12. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

13. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.

14. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon Participant and Participant's beneficiaries, executors, administrators and transferees.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Award does not create any contractual right or other right to receive any other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of Participant's employment with the Company.

17. Amendment. In accordance and consistent with Section 409A of the Code, as applicable, the Company may modify, amend or waive the terms of the Award, prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of Participant without his or her consent, except as required by applicable law or as necessary to avoid adverse tax or accounting consequences. Prior to the effectiveness of any modification, amendment or waiver, the Company will provide notice to Participant and the opportunity for Participant to consult with the Company regarding such modification, amendment or waiver. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

18. Section 409A. This Agreement is intended to be exempt from Section 409A of the Code and shall be construed and interpreted in a manner that is consistent with the requirements for

avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement either comply with Section 409A of the Code or are exempt therefrom and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

19. No Trust or Fund Created. Neither this Agreement nor the Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and Participant or any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

20. No Impact on Other Benefits. Except to the extent required by law or the terms of any qualified plan under the Code, the value of Participant's Award is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

22. Acceptance. Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. Participant has read and understands the terms and provisions thereof, and accepts the Award subject to all of the terms and conditions of the Plan and this Agreement. Participant acknowledges that there may be adverse tax consequences upon the payment of any cash bonus and that Participant has been advised to consult a tax advisor prior to such payment.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Performance-Based Cash Bonus Award Agreement effective as of the Grant Date.

COMPUTER PROGRAMS AND SYSTEMS, INC.

By: _____

Name: Matt J. Chambless

Title: Chief Financial Officer

PARTICIPANT:

_____

Name: _____

COMPUTER PROGRAMS AND SYSTEMS, INC.
AMENDED AND RESTATED 2019 INCENTIVE PLAN

PERFORMANCE SHARE AWARD AGREEMENT

This Performance Share Award Agreement (this "**Agreement**") is made and entered into as of _____, 20__ (the "**Grant Date**") by and between Computer Programs & Systems, Inc., a Delaware corporation (the "**Company**") and _____ (the "**Grantee**").

WHEREAS, the Company has adopted the Computer Programs and Systems, Inc. Amended and Restated 2019 Incentive Plan (the "**Plan**") pursuant to which Performance Share Awards may be granted; and

WHEREAS, the Compensation Committee of the Board of Directors (the "**Committee**") has determined that it is in the best interests of the Company and its shareholders to grant the Performance Share Award provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Performance Share Award. Pursuant to Section 7.3 of the Plan, the Company hereby grants to the Grantee a Performance Share Award (this "**Award**") for a target number of _____ shares of Common Stock of the Company (the "**Target Award**"). This Award represents the right to earn up to two hundred percent (200%) of the Target Award, subject to the restrictions, conditions and other terms set forth in this Agreement. Capitalized terms that are used but not defined herein have the meanings ascribed to them in the Plan.

2. Performance Period. For purposes of this Agreement, the term "Performance Period" shall be the period commencing on January 1, ____ and ending on December 31, ____.

3. Performance Goal; Earned Shares.

3.1 The number of shares of the Company's Common Stock earned by the Grantee for the Performance Period will be determined at the end of the Performance Period based on the level of achievement of the Performance Goal in accordance with Exhibit A. The Committee shall have the authority to adjust or modify the calculation of the Performance Goal for the Performance Period in order to prevent the diminution or enlargement of the rights of the Grantee based on the following events: (a) asset write-downs; (b) litigation or claim judgments or settlements; (c) the effect of changes in tax laws, accounting principles, or other laws or regulatory rules affecting reported results; (d) any reorganization and restructuring programs; (e) nonrecurring items as described in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report on Form 10-K for the applicable year; (f) acquisitions or divestitures; (g) any other specific unusual or nonrecurring events, or objectively determinable category thereof; and (h) a change in the Company's fiscal year. Subject to the terms of this Agreement, if the threshold level of the Performance Goal is not reached for the Performance Period, the Award and the Grantee's right to receive any shares of the Company's Common Stock pursuant to this Agreement shall automatically expire and be forfeited without payment of any consideration, effective as of the last day of the Performance Period. All determinations of whether the Performance Goal has been achieved, the number of shares of the Company's Common Stock earned by the Grantee, and all other matters related to this Section 3 shall be made by the Committee in its sole discretion.

3.2 Promptly following completion of the Performance Period, and in any event within two and one-half (2½) months following the end of the Performance Period, (a) the Committee will review and certify in writing (i) whether, and to what extent, the Performance

Goal for the Performance Period has been achieved, and (ii) the number of shares of the Company's Common Stock that the Grantee has earned and that are to be issued by the Company, rounded to the nearest whole share (the "**Earned Shares**"), (b) the Company shall issue or cause to be issued in the name of the Grantee the number of shares of the Company's Common Stock equal to the number of Earned Shares, if any, and (c) the Company shall enter the Grantee's name on the books of the Company as a shareholder of record of the Company with respect to the Earned Shares, if any, as of the date of the Committee's written certification (the "**Certification Date**"). Such written certification of the Committee shall be final, conclusive and binding on the Grantee, and on all other persons, to the maximum extent permitted by law.

3.3 Except as provided in Section 4 of this Agreement, if the Grantee's Continuous Service terminates for any reason during the Performance Period, the Award and the Grantee's right to receive any Earned Shares pursuant to this Agreement shall automatically expire and be forfeited without payment of any consideration, effective as of the date of termination.

4. Termination of Continuous Service Due to Death or Disability. Notwithstanding Section 3.3 above, if the Grantee's Continuous Service terminates during the Performance Period as a result of the Grantee's death or Disability, the Grantee will be issued a pro rata portion of the Earned Shares otherwise issuable pursuant to Section 3 above, with such pro rata portion calculated by multiplying the number of Earned Shares that would have been issued had the Grantee's Continuous Service not terminated during the Performance Period by a fraction, the numerator of which equals the number of days that the Grantee was employed during the Performance Period and the denominator of which equals the total number of days in the Performance Period. Such pro rata portion of the Earned Shares shall be issued in accordance with the timing specified in Section 3.2 hereof.

5. Effect of Change in Control. Notwithstanding Section 3.1 above, if there is a Change in Control of the Company during the Performance Period, then the Award shall be issuable at the Target Award level on the effective date of the Change in Control and shall be issued no later than five (5) days following such Change in Control.

6. Transferability. The Award and any rights relating thereto may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than in accordance with the terms of the Plan.

7. Rights as Shareholder. Prior to the issuance of any Earned Shares on the Certification Date, the Grantee shall not have any rights of a shareholder of the Company with respect to the Award, including, but not limited to, voting rights and the right to receive or accrue dividends or dividend equivalents. The Grantee shall be the record owner of any Earned Shares issued under this Agreement and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such Earned Shares and receive all dividends or other distributions paid with respect to such Earned Shares.

8. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position or as an Employee of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

9. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the Award shall be adjusted or terminated in any manner as contemplated by Section 11 of the Plan.

10. Tax Liability and Withholding.

10.1 The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to this Agreement or the Plan, the amount of any required withholding taxes in respect of the Earned Shares and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

(a) tendering a cash payment;

(b) authorizing the Company to withhold shares of Common Stock from the Earned Shares otherwise issuable to the Grantee; *provided, however*, that no shares of Common Stock shall be withheld with a value exceeding the minimum amount of tax required to be withheld by law; or

(c) delivering to the Company previously owned and unencumbered shares of Common Stock that have been owned by the Grantee for at least six (6) months.

10.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant of the Award or the issuance of the Earned Shares or the subsequent sale of any such shares, and (b) does not commit to structure the Award to reduce or eliminate the Grantee's liability for Tax-Related Items.

11. Compliance with Law. The issuance and transfer of shares of Common Stock in connection with the Earned Shares shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

12. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

13. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

14. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.

15. Shares Subject to the Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Earned Shares may be transferred by will or the laws of descent or distribution.

17. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

18. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Award does not create any contractual right or other right to receive any shares of Common Stock of the Company or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

19. Amendment. In accordance and consistent with Section 409A of the Code, as applicable, the Committee has the right to amend, alter, suspend, discontinue or cancel the Award, prospectively or retroactively; *provided, that*, no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

20. Section 409A. This Agreement is intended to be exempt from Section 409A of the Code and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement either comply with Section 409A of the Code or are exempt therefrom and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

21. No Impact on Other Benefits. Except to the extent required by law or the terms of any qualified plan under the Internal Revenue Code, the value of the Grantee's Earned Shares is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

23. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Award subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon the issuance or disposition of any Earned Shares and that the Grantee has been advised to consult a tax advisor prior to such issuance or disposition.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPUTER PROGRAMS AND SYSTEMS, INC.

By: _____
Name: Matt J. Chambless
Its: Chief Financial Officer

_____
[_____]

EXHIBIT A

Performance Period

The Performance Period shall commence on January 1, ____ and end on December 31, ____ (the "**Performance Period**").

Performance Goal

The number of Earned Shares shall be determined by reference to the Company's cumulative non-GAAP earnings per share for the Performance Period (the "**Performance Goal**") as modified by the TSR Modifier (as defined below).

"Non-GAAP earnings per share" ("**Adjusted EPS**") is a non-GAAP financial measure and is calculated as GAAP net income as reported, adjusted for the after-tax effects of (i) acquisition-related amortization; (ii) stock-based compensation expense (including any adjustments for excess or deficient tax benefits); (iii) non-recurring expenses and transaction-related costs; and (iv) non-cash charges to interest expense and other, divided by weighted shares outstanding (diluted) in the applicable period.

Determining the Number of Earned Shares

Except as otherwise provided in the Plan or the Agreement, the number of Earned Shares with respect to the Performance Period shall be based on the financial results of the Company. The Performance Criteria selected by the Committee is the Company's Adjusted EPS. The percentage of the Target Award that the Grantee will earn is based on the Company's Adjusted EPS for the Performance Period ("**Actual Adjusted EPS**"), as compared to the Company's budgeted Adjusted EPS for the Performance Period ("**Budgeted Adjusted EPS**"), as calculated in accordance with the following table:

Amount of Actual Adjusted EPS	**Percentage of Target Award Earned by Grantee**
Less than _____% of Budgeted Adjusted EPS	No Earned Shares
_____% of Budgeted Adjusted EPS	25% of Target Award
_____% of Budgeted Adjusted EPS	75% of Target Award
Budgeted Adjusted EPS	100% of Target Award
_____% of Budgeted Adjusted EPS	125% of Target Award
_____% of Budgeted Adjusted EPS	150% of Target Award
_____% of Budgeted Adjusted EPS	175% of Target Award
_____% or more of Budgeted Adjusted EPS	200% of Target Award

The Company will linearly interpolate between the amounts set forth in the above table.

TSR Modifier

In order to determine the final number of Earned Shares to be issued to the Grantee, the Committee will apply a "TSR Modifier." The "**TSR Modifier**" is an adjustment to the number of Earned Shares based on a comparison of the Company's total shareholder return ("**TSR**") to the Russell 2000 Index for the Performance Period, as follows:

If the Company's TSR is in the top quartile of this index, the number of Earned Shares issued for the Performance Period will be adjusted upward by 15%.

If the Company's TSR is in the bottom quartile of this index, the number of Earned Shares issued for the Performance Period will be adjusted downward by 15%.

If the Company's TSR is in the second or third quartile of this index, the number of Earned Shares issued for the Performance Period will not be adjusted.

Chief Sales Officer Compensation Plan
Jan 1, 2024 – Dec 31, 2024

This document describes the agreement between the employee listed below ("**Employee**") and Computer Programs and Systems, Inc. ("**CPSI**") whereby Employee provides sales services to CPSI in return for sales incentive compensation specified in this agreement.

Position Title: Chief Sales Officer – Dawn Severance

Teams responsible for: CPSI Sales Department

Target Total Comp: $ 700,000
Base Pay: $ 350,000
MIP Target Incentive: $ 210,000
SIP Target Incentive: $ 140,000

MIP Pay Structure: Target Total Comp includes a Management Incentive Program (MIP) component that rewards select leaders for the company's bottom-line performance. For purposes of this plan, the target MIP incentive will be paid as a one-time cash bonus in the event CPSI achieves its budgeted 2024 adjusted EBITDA goal that is set by the CPSI Board at the beginning of the fiscal year. This bonus will be paid at the same time the company pays all other participants in the 2024 Management Incentive Compensation Program.

SIP Pay Structure: Target Total Comp includes a Sales Incentive Program (**SIP**) component that rewards sales leaders for their teams' sales production performance.

- The SIP pays a goal-based incentive for total Qualified Bookings.
- "Qualified Bookings" is the total amount of revenue generated from the sale or license of all CPSI products services that are subject to a written agreement executed between CPSI and any customer, without regard to type of bookings, product line or service line.
- Incentive is paid on performance to the total Qualified Bookings goal in 2024 (the "**Bookings Goal**") entered below.
- There is a 50% performance to Bookings Goal threshold (i.e. a step-on) that must be achieved before any incentive is earned.
- SIP payout accelerates to 1.5x for all Qualified Bookings over Bookings Goal
    - Below Bookings Goal; Linear 1:1 rate (1% of performance to Bookings Goal = 1% of SIP Target Incentive)
    - Above Bookings Goal; 1:1.5 rate (1% of performance to Bookings Goal = 1.5% of SIP Target Incentive)
    - Above goal rate is not paid out until the annual goal is achieved and is earned only for that portion of total Qualified Bookings that are over the Bookings Goal.
- Strategic products are products that CPSI designates as very important to company growth objectives and are published in the current "CPSI Strategic Products List". Qualified Bookings do not include any strategic product premium.
- Incentives are paid monthly based on year-to-date performance. Although the incentives are paid monthly, each month uses the cumulative performance to the Bookings Goal to true-up any underpayment or overpayment from the prior month. Additionally, the 150% premium payment is not applicable until the entire (i.e. not monthly) Bookings Goal is achieved.

Bookings Goal: $92,329,000

Standard Transition Period Plan
For any change in sales position, no bookings will be credited under this sales compensation plan following the change in sales position unless specifically noted otherwise in this sales compensation plan.
As noted below, a Transition Period will not apply in the case of termination or resignation.

Payment Default by Client
In the event of a payment default on the part of the client for billed software, hardware or services, all commissions paid on the defaulted items are payable to CPSI and will be deducted from future Qualified Bookings. In the event partial payment has been received, the Qualified Bookings to be deducted will be prorated based upon the payment amount received.

Post Employment Commission Payment

Commissions will not be paid to any individual who is no longer an employee of the Sales Department of CPSI for any reason. This includes, but is not limited to, those who have resigned or whose employment has been terminated.

In the event of an untimely death while employed in good standing, commissions will be paid according to sales role to the estate/beneficiary(ies) as listed in the employee's last will and testament, limited to new business invoiced within three (3) months of the employee's passing.

Non-Competition Agreement

Employee agrees to execute and comply with CPSI's Noncompetition Agreement as a material condition of this compensation plan.

Employment at Will

Notwithstanding anything contained in this agreement, Employee understands and agrees that Employee is an employee at will and that nothing contained in this agreement is intended to, or does, create an employment contract for any amount of time and that employee is terminable at will by CPSI for any or no reason.

Employee agrees to follow all federal, state, and local laws in the performance of employee's position outlined in this compensation plan, including but not limited to the Anti-Kickback Statute and Stark Law. Employee will contact CPSI's corporate counsel immediately should any legal concerns arise during employee's performance of services. Additionally, employee will employ ethical and moral practices while engaging in all sales activities.

Employee shall not engage in any other employment during the term of employee's employment. CPSI reserves the right to require employee to terminate any such other employment at CPSI's sole discretion.
Employee agrees to protect all confidential material including but not limited to prospect data, sales data, and client information belonging to CPSI and shall take all reasonable care in making sure that such confidential material is not disbursed to anyone outside the company. Employee shall forfeit compensation for any material violation of the terms of this sales compensation plan.

CPSI may, in its sole discretion and at any time, adjust, discontinue, the Plan outlined where, in the opinion of CPSI, business conditions are such that changes or termination of the Plan are necessitated. Such modifications or termination may be made at the sole discretion of CPSI. This sales compensation plan is governed by the laws of the state of Alabama and the parties shall attorn to the jurisdiction of the state and federal courts contained in Mobile, Alabama for any dispute that arises.

Chief Sales Officer: _____ Date: _____

Chief Executive Officer: _____ Date: _____

Exhibit 21.1

TruBridge, Inc.
Subsidiary List

Subsidiary Name	State of Organization
TruBridge, LLC	Delaware
Evident, LLC	Delaware
Healthland Holding Inc.	Delaware
Healthland Inc.	Minnesota
American HealthTech, Inc.	Mississippi
Rycan Technologies, Inc.	Minnesota
iNetXperts, Corp. d/b/a Get Real Health	Maryland
TruCode LLC	Virginia
Healthcare Resource Group, Inc.	Washington
Viewgol, LLC	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 15, 2024, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of TruBridge, Inc. on Form 10-K for the year ended December 31, 2023. We consent to the incorporation by reference of said reports in the Registration Statements of TruBridge Inc. on Form S-3 (File No. 333-209669) and on Forms S-8 (File No. 333-196020, File No. 333-208915, File No. 333-217880, File No. 333-231193 and File No. 333-256962).

/s/ GRANT THORNTON LLP
Atlanta, Georgia
March 15, 2024

Exhibit 31.1

CERTIFICATION

I, Christopher L. Fowler, certify that:

1. I have reviewed this Annual Report on Form 10-K of Computer Programs and Systems, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2024

/s/ Christopher L. Fowler

Christopher L. Fowler
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Vinay Bassi, certify that:

1. I have reviewed this Annual Report on Form 10-K of Computer Programs and Systems, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2024

/s/ Vinay Bassi
Vinay Bassi
Chief Financial Officer

Exhibit 32.1

Certifications of Chief Executive Officer
and Chief Financial Officer
Pursuant to
18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K for the year ended December 31, 2023 (the "Report") of Computer Programs and Systems, Inc. (the "Company"), as filed with the Securities and Exchange Commission on the date hereof, Christopher L. Fowler, Chief Executive Officer of the Company, and Vinay Bassi, Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 15, 2024

/s/ Christopher L. Fowler
Christopher L. Fowler
Chief Executive Officer

/s/ Vinay Bassi
Vinay Bassi
Chief Financial Officer