SRS SOFTWARE THIRD PARTY TERMS AND CONDITIONS

These SRS Software Third Party Terms and Conditions ("Third Party Terms") set forth the terms and conditions applicable to certain third party functionality, software or data located within the SRS Software licensed to Customer ("Customer"). All software, documentation and media provided to Customer under this Agreement are also subject to the terms and conditions of the applicable SRS Software License Agreement ("License Agreement") relating to the Software. Terms not defined in these Third Party Terms are as defined in the License Agreement. These Third Party Terms and may be updated and modified from time to time by SRS to reflect terms and conditions resulting from SRS's ongoing relationships and contractual obligations with Third Party Providers.

As part of the EHR Maintenance described in the Agreement, SRS shall act as the first point of contact for Customer for problems relating to the Third Party Provider software referenced below and shall coordinate the resolution of any such problems with the Third Party Providers, as applicable.

SURESCRIPTS CLINICAL INTEROPERABILITY TERMS

The Third Party Provider software licensed under the License Agreement may include the "Surescripts Clinical Interoperability Network" or "CI Network" from Surescripts, LLC, a Delaware limited liability company ("Surescripts"), which provides a common platform that allows health care providers to exchange messages with one another in a secure electronic manner. These Surescripts Clinical Interoperability Terms (these "Surescripts Terms") govern participation in the CI Network. Surescripts, SRS, and End User (End User shall have the same meaning as "Customer" as defined in the License Agreement) are each a "Party" and, collectively, the "Parties to these Surescripts Terms.

I. Definitions

a. "Ambulatory EHR User" means an End User accessing the CI Network through an SRS Software product designed and intended for use in a non-institutional, outpatient setting, such as a physician's office.

b. "Acute EHR User" means an End User accessing the CI Network through a SRS Software product designed and intended for use in any institutional setting, including but not limited to a hospital, emergency department, or surgery center.

c. "Applicable Law" means any and all applicable federal, state, local, and common law, statutes, rules, regulations, directives, and guidelines, including but not limited to those relating to patient consent and privacy.

d. "End User" means a duly licensed physician, nurse practitioner, physician assistant, or other health care provider to whom SRS provides software modules certified under the agreement with Surescripts.

e. "Intellectual Property Rights" means all intellectual property and proprietary rights in and to the subject matter of such rights in any form or medium now known or later devised, whether registered or unregistered, and in any jurisdiction.

f. "Proprietary Information" means information, materials, processes, ideas, and techniques (whether or not reduced to writing) (i) which are not generally known in the relevant industry; (ii) which afford possessors of the information a commercial advantage over others; (iii) which are considered trade secrets under Applicable Law; and/or (iv) which, if utilized or disclosed by a Party receiving such information, would place the Party disclosing such information at a competitive disadvantage. These Surescripts Terms and any information provided by Surescripts under these terms are Proprietary Information to Surescripts and may not be copied, disclosed or used in any way other than as specifically authorized in these Surescripts Terms.

g. "Surescripts Materials" means the Surescripts Certification and Implementation Guides, the Surescripts Network for Clinical Interoperability Certification Requirements document(s), the Surescripts Network Operations Guide, the Surescripts Style and Usage Guide, the Surescripts Directory Guide, and any other materials that Surescripts provides to a Party, as such materials may be further developed or modified by Surescripts from time to time.

II. Access To and Participation in the CI Network

a. Identity Proofing: Each End User must be a duly licensed, registered, and authorized healthcare provider in order to access and participate in the CI Network. To meet this requirement, each End User must be identity proofed in accordance with industry standards to Surescripts' reasonable satisfaction, pursuant to standards that Surescripts may issue from time to time. End User shall promptly provide information necessary for identity Ppoofing upon SRS's request.

b. Authentication: At such time as required by Surescripts, SRS shall authenticate each End User in accordance with procedures compliant with a national industry standard recognized by Surescripts in its reasonable discretion. The parties acknowledge that Surescripts currently finds the following standards to acceptable: (1) Assurance Level 2 described in NIST 800-63 Version 1.0.2 and (2) Assurance Level 2 described in the Kantara Identity Assurance Framework 2.0. End User shall promptly provide information necessary for authentication upon SRS's request.

c. Basic clinical messages from Ambulatory EHR Users to CI Network participants: Ambulatory EHR Users may send and receive secure bidirectional basic clinical messages via the CI Network to any authorized participant in the CI Network (including, but not limited to, authorized participants of other EHRs/EMRs). These are messages and attachments sent to an authorized participant and not requiring workflow integration or use case support at the recipient destination. For additional fees, Surescripts will provide SRS and End User with access to the CI Network for Acute EHR Users, the ability for Acute EHR Users to send and receive basic clinical messages to and from any network participant, and the ability to send and receive messages to and from participating HIEs.

d. Commercial Messaging Rules. End User shall comply with the Commercial Messaging Rules set forth in section VII.

e. Directory Information. Surescripts has unlimited rights in perpetuity to use all directory and related information on SRS and End Users.

f. Customer Support. SRS shall provide all first and second-tier customer support for End User. Surescripts shall provide third-tier support in the event that SRS is not able to independently resolve an End User issue, as set forth in the Network Operations Guide provided to SRS and End User.

g. Data Use by Surescripts. Subject to compliance with Applicable Law (including laws relating to the use and disclosure of Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009 ("PHI")) and with the Business Associate Agreement between SRS and Surescripts, Surescripts may use and disclose information received from End Users for the purpose of Surescripts' business.

h. No Interference in Message Transmission. End User shall not prevent or delay the incoming or outgoing transmission or receipt of any message sent through the CI Network to its intended recipient, and shall not alter the content of any such message.

i. Surescripts Materials. End User agrees that it shall fully comply with all terms and conditions of the Surescripts Materials as may be revised by Surescripts from time to time.

III. Termination, Suspension, Fee Increase

a. Termination by Surescripts for Breach by End Users. Surescripts may terminate use of the CI Network (with no cure period) for an End User if an act or omission of such End User would constitute a material breach of these Surescripts Terms.

b. Suspension or Termination. In the event of an unpaid invoice, SRS may notify End User of such non-payment and, if the End User has not cured such non-payment after ten (10) days following such notice, then either SRS or Surescripts may (in addition to any other available remedy) suspend End User's use of the CI Network.

c. Fee Increase. Surescripts may increase fees charged for use of the CI Network and SRS may pass along any such increases to the End User (i) upon ten (10) days written notice in the case of a change of control of SRS or (ii) in its discretion by providing SRS (who will provide notice of increase to End User) with at least six (6) months written notice.

IV. Warranties/Covenants/Disclaimers

a. By Surescripts. Surescripts represents, warrants and covenants that: (i) the CI Network will perform substantially as described in its written documentation, and (ii) the CI Network does not and will not infringe any intellectual property right of any third party. Except for the foregoing sentence, the CI Network is provided "as is". ALL OTHER WARRANTIES AND REPRESENTATIONS REGARDING THE CI NETWORK ARE HEREBY DISCLAIMED.

b. By End User. End User represents, warrants and covenants that it is a licensed healthcare provider as recited in section II(a) and that it meets the authentication procedure requirements in section II(b).

V. General Provisions

a. Record Retention and Audit Rights. End User shall maintain records relating to compliance with the Surescripts Terms during the License Agreement's term and for a period of seven (7) years thereafter or such longer time required by Applicable Law. End User shall permit SRS or Surescripts to audit its records (up to twice in any twelve (12) month period) to verify compliance with these Surescripts Terms. The auditing Party shall be responsible for its own expenses.

b. Limitation on Liability. Notwithstanding any limitations of liability under the License Agreement, Surescripts and SRS's liability under these Surescripts Terms shall be limited to an amount equal to the fees paid to Surescripts by SRS on behalf of End User under these Surescripts Terms in the twelve (12) months preceding such party's claim for liability. Notwithstanding any limitations of liability under the License Agreement and except for any indemnity obligations resulting from third party claims, in no event shall any party be liable to any other party for any lost profits, costs of procurement of substitute goods or services, loss of time, loss of data or for any other indirect, special, incidental, or consequential damages, occasioned by any breach under these Surescripts Terms or any other cause whatsoever, even if such party has been advised of the possibility of such damages.

c. No Third-Party Beneficiaries. These Surescripts Terms creates no third-party beneficiary rights.

d. Compliance with Applicable Law. End User shall act in accordance with Applicable Law in using the CI Network.

VI. Commercial Messaging Rules

a. General Limitation. End Users shall not, in conjunction with the CI Network, use any means, program, or device, or permit any other person to use any means, program, or device, including, but not limited to, advertising, instant messaging, and pop-up ads, to solicit business or to influence or attempt to influence for commercial purposes (through economic incentives or otherwise) any diagnostic or treatment-related decision of a health care provider. The bona fide professional recommendation of an End User offered to another End User regarding the treatment or diagnosis of a shared patient is not intended to be prohibited by this provision; however, Surescripts shall have sole discretion to determine the bona fide non-commercial and clinical nature of all messages.

b. Exceptions to General Limitation. Notwithstanding the above Section VII(a), End Users may: (A) use the CI Network to communicate information regarding a patient's health care coverage, including patient lowest cost options, on/off tier, prior authorization, step therapy, coverage status, and co-pay information; and/or (B) deliver or have delivered to health care providers clinical alerts that are sourced from payers and/or are attributed to generally recognized and reputable sources providing clinical information, even if, in the event of either (A) or (B), such information influences the health care provider's treatment decisions.

c. Effect of Violation of the Commercial Messaging Rules. Any violation of this Section VII shall be deemed a material breach of the these Surescripts Terms, and Surescripts shall have a right to terminate the End User's access and use of the CI Network, in addition to all other available rights, remedies and damages, at law and in equity. End User shall have a ten (10) day period within which to cure any such violation of this Section VII.

MEDI-SPAN ELECTRONIC DRUG FILE TERMS

The Third Party Provider software licensed under the License Agreement may include the Medi-Span Electronic Drug File, Version 2 Clinical ("Electronic Drug File") from Wolters Kluwer Health Inc. ("WKH") which is accessed via interface functionality provided by Surescripts. SRS, Surescripts and WKH shall have no liability to Customer for any damages caused by any error, omission, defect, deficiency or nonconformity in the Electronic Drug File or the associated interface functionality. The Electronic Drug File is sold "as is" and Customer assumes the entire risk

as to its quality and performance. To the maximum extent permitted by law, and notwithstanding the limitations of liability set forth in the License Agreement, in no event shall SRS, Surescripts or WKH be liable for any damages, whether direct or indirect, incidental or consequential, including, without limitation, damages for loss of business or business profits, business interruption, or any other pecuniary loss arising out of or relating to the use of or the inability to use the Electronic Drug File. No warranties or representations of any kind are provided by SRS, Surescripts and WKH as to the accuracy of codes, prices or other data contained in the Electronic Drug File. Any clinical information contained in the Electronic Drug File is not a substitute for the knowledge, expertise, skill and judgment of the Customer. Customer represents and warrants that the information in the Electronic Drug File will only be used by licensed medical professionals or by individuals under the direct supervision and control of licensed medical professionals. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with Customer. Customer takes full responsibility for the use of information contained in the Electronic Drug File in patient care. Customer agrees to only distribute unmodified versions of information from the Electronic Drug File for each drug and will include appropriate disclaimers to any patient if educational information material is provided to the patient that the information provided is merely a supplement to the expertise and judgment of the healthcare professional.

INTELLIGENT MEDICAL OBJECTS, INC. TERMS

The Third Party Provider software licensed under the License Agreement may include the IMO® Problem IT®, IMO® Procedure IT®, and IMO® Reference Portal products (the "IMO Products") from Intelligent Medical Objects, Inc. ("IMO"). The IMO Products and the SRS Software are separate products provided by separate entities. The IMO Products are governed by the IMO End User License Agreement ("IMO EULA") available at https://www.e-imo.com/IMO_EULA or such other location as IMO may provide. Use of the IMO Products constitutes the Customer's acceptance of, and agreement to, the terms of the IMO EULA.

ENVOY, LLC, A CHANGE HEALTHCARE COMPANY EDI TERMS

The Third Party Provider software licensed under the Agreement may include the "Change Healthcare Products" defined below, from Envoy, LLC, a Change Healthcare company ("Change Healthcare"). These Envoy, LLC, a Change Healthcare Company EDI Terms (these "Change Healthcare Terms") establish the terms governing use of the Change Healthcare Products. Change Healthcare, SRS, and Customer (Customer shall have the same meaning as "Customer" as defined in the Agreement) are each a "Party" and, collectively, the "Parties.

For all purposes of these Change Healthcare Terms, the following terms shall have the following meanings:

1.1 "Billing Services" shall mean an entity or person that bills on behalf of a physician, dentist or lab practice on an outsourced or contracted basis; provided, however, no Change Healthcare Competitor, clearinghouse, POMIS vendor, or aggregator or processor of healthcare electronic transactions shall be a Billing Service for purposes hereof.

1.3 "Change Healthcare Materials" shall mean all specifications and materials (including but not limited to any and all training materials, Specifications, designs and design documents, information manuals, and all other documentation) pertaining to Change Healthcare Products and Change Healthcare Services supplied by Change Healthcare.

1.4 "Change Healthcare Products" shall mean all equipment, hardware, firmware, and software (whether in source or object code form), and all modifications, updates, enhancements, or replacements for any of the foregoing furnished to SRS or SRS's Customers by Change Healthcare.

1.5 "Connected Entity" shall mean payers, laboratories, pharmacies, and other entities, which receive electronic healthcare transactions submitted through the Change Healthcare Services as identified from time to time by Change Healthcare.

1.11 "Specifications" shall mean the specifications in effect from time to time as applicable to each specific Transaction and similar documentation relating to the Change Healthcare Products.

1.12 "Transactions" shall mean those transactions selected by SRS, whether or not a Connected Entity accepts or favorably adjudicates such transactions.

1.13 "SRS's Customers" shall mean pharmacies, physicians, hospitals, dentists, laboratories or other medical

service providers, or Billing Services, who license or otherwise contract to use a Vendor Management System and who, in accordance with these Change Healthcare Terms, have the right to effect transmission of Transactions through the Change Healthcare Products, provided; however, no Change Healthcare Competitor, clearinghouse, POMIS vendor, or aggregator or processor of healthcare electronic transactions shall be a SRS's Customer for purposes hereof.

1.14 "Vendor's System" shall mean software application (other than the Change Healthcare Products) incorporating the Change Healthcare Products licensed hereunder, which software is furnished by SRS and enables SRS's Customers to use the Change Healthcare Services.

1.15 "Change Healthcare Competitor" shall mean an entity that offers electronic interchange or transaction processing services and/or products similar in kind or type to those offered by Change Healthcare, including, without limitation, those identified in this Agreement.

2. License, Modification

2.1 Subject to the terms and conditions contained herein, Change Healthcare grants to SRS's Customers a non-exclusive and non-transferable license for the subscription term under these Change Healthcare Terms to use the Change Healthcare Products only at physical sites owned or managed by or under the control of SRS's Customers solely for Transactions generated by SRS's Customers in compliance with the procedures and guidelines regarding the use of the Change Healthcare Products as set forth in the Specifications accompanying the Change Healthcare Products and subject to Section 3.5 hereof. No rights are granted to the Change Healthcare Products except as explicitly set forth herein.

2.2 Change Healthcare may from time to time in its sole discretion, without liability to SRS's Customers, revise, modify or update any part of the Change Healthcare Products; provided, however, that Change Healthcare shall notify SRS, and SRS shall notify SRS's Customers, of any such event, either electronically or in writing, with reasonable promptness after determining that such event will occur. The term "suspend" refers to brief periods of downtime or service interruption required for maintenance, update loading, etc., and Change Healthcare will exercise its best efforts to perform such services other than during normal business hours.

2.3 SRS's Customers shall comply with Change Healthcare policies and terms of use governing Change Healthcare Products

2.4 Change Healthcare reserves the right to make substitutions and modifications to Change Healthcare Products and any and all portions thereof, provided that such substitutions or modifications will not materially and adversely affect the performance of the Change Healthcare Products, and SRS and SRS's Customers are furnished reasonable advanced notice thereof, and provided that the functionality of the Change Healthcare Products remains substantially that same as that set forth in the Specifications as of the date of the Agreement.

2.5 Notwithstanding the foregoing, Change Healthcare shall be entitled at any time without prior notice to pass through any third-party access fees related to the Change Healthcare Products, including, without limitation, Connected Entity or government imposed access fees, communication tariffs, fees resulting from regulation or statute, and/or other similar fees assessed against Change Healthcare.

3. SRS and SRS's Customers' Obligations

3.1 If SRS's Customers transmit Transactions through the Change Healthcare Products, such use shall be only through the version(s) of such Change Healthcare Products authorized for such use and only in accordance with the requirements and procedures applicable to the use of such Change Healthcare Products for such purposes. If SRS's Customers transmit Transactions through Vendor's System, such use shall be in accordance with the procedures, data element standards, formats, codes, protocols and edits set forth in the then relevant Specifications for such Change Healthcare Products.

3.2 SRS's Customers shall comply with Change Healthcare procedures to secure any authorizations then required by Change Healthcare, applicable law, or industry practice in connection with its transmission process, and to maintain Transaction data transmitted through the Change Healthcare Products and afford Connected Entities access thereto in accordance with procedures then required by Change Healthcare, applicable law, or industry practice.

3.3 SRS's Customers shall be responsible for and indemnify and hold Change Healthcare harmless from any and all losses, damage and expense (including legal fees and expenses) incurred by Change Healthcare as a result of

(a) the misuse by such SRS's Customer of the Change Healthcare Products, (b) violation by such SRS's Customer of any of the terms and conditions set forth in these Change Healthcare Terms, and (c) claims by such SRS's Customer of liability asserted against Change Healthcare which exceed the limits of liability set forth below.

3.4 SRS's Customers shall make their operations, methods, documentation and appropriate personnel accessible to Change Healthcare, as Change Healthcare may reasonably require at time and place determined by SRS's Customers, to enable Change Healthcare to confirm SRS's Customers' compliance with their respective obligations pursuant to these Change Healthcare Terms.

3.5 SRS's Customers shall adhere to rules, regulations and policies of Connected Entities and governmental agencies having jurisdiction including the department of Health and Human Services ("HHS"). SRS's Customers shall provide or obtain any documents or supplementary agreements (including, if applicable, end user agreements between Change Healthcare and SRS's Customers) requested by Change Healthcare necessary to comply with said rules, regulations, and policies. SRS's Customers shall be bound, to the same extent as Change Healthcare, by all applicable Connected Entity-imposed contractual obligations or policies required for access to such Connected Entity, and these Change Healthcare Terms shall be subject to any such obligation or policy. SRS acknowledges that from time to time, SRS may be required to give its written acknowledgement of certain obligations and/or to notify SRS's Customers and to obtain their written acknowledgement thereof.

4. Proprietary Rights and Confidentiality

4.1 SRS's Customers acknowledge and agree that the Change Healthcare Products, and Change Healthcare Materials, and all intellectual property rights (including, without limitation, copyright, patent, trade secrets, confidential information rights, and moral rights) derived or devolving from the Change Healthcare Products or Change Healthcare Materials, and all derivative works of the Change Healthcare Products or Change Healthcare Materials, and such intellectual property rights (including, without limitation, data compilations, abstracts, and aggregations and statistical summaries), and all information regarding the foregoing (including but not limited to technology and know-how information) and all copies of the foregoing, regardless of by whom prepared, are owned by and are valuable, special and unique assets of Change Healthcare's business and may be provided to third parties by Change Healthcare and its Affiliates consistent with law. SRS's Customers further expressly acknowledge and agree that the foregoing are the confidential property and trade secrets of Change Healthcare and "Confidential Information" of Change Healthcare, whether or not any portion thereof is or may be validly trademarked, copyrighted or patented. All proprietary rights in and to the foregoing shall remain vested in Change Healthcare or its licensor, except for the limited license rights granted SRS's Customers pursuant to these Change Healthcare Terms. SRS Customers will make no attempt to ascertain the circuit diagrams, source code, schematics, logic diagrams, components, operation of, or otherwise attempt to decompile or reverse engineer, any portion of the Change Healthcare Products. Except as specifically authorized by Change Healthcare in writing, SRS Customers may not copy any portion of the Change Healthcare Products or Change Healthcare Materials, or modify or transfer the Change Healthcare Products or Change Healthcare Materials, or any copy or merged portion thereof, in whole or in part, or prepare any derivative works of the Change Healthcare Products or Change Healthcare Materials. SRS Customers shall cooperate with Change Healthcare, at Change Healthcare's expense, in any claim or litigation against third parties that Change Healthcare may determine to be appropriate to enforce its property rights respecting Change Healthcare Products or Change Healthcare Materials. The breach by SRS Customers of any provision of this section will subject SRS Customers, at Change Healthcare's option, to the immediate termination of all SRS's Customers' rights hereunder, and Change Healthcare shall be entitled to seek an injunction restraining such breach without limiting Change Healthcare's other remedies for such breach, including recovery of damages from SRS's Customers.

5. Representations and Warranties

Change Healthcare represents and warrants that Change Healthcare Products provided hereunder shall conform to the applicable Change Healthcare Specifications in all material respects. In the event that a documented and reproducible flaw inconsistent with this warranty is discovered, Change Healthcare's sole responsibility shall be to correct such flaw in a timely manner. This warranty does not apply to any media or documentation which has been subjected to damage or abuse or problems which result from the interaction of Change Healthcare Products with non-Change Healthcare software or equipment not provided by or approved by Change Healthcare.

6. Limitations of Liability

6.1 Change Healthcare's only representations and warranties are those set forth in Section 5 above, and Change

Healthcare explicitly disclaims all other warranties, including warranties of merchantability or fitness for a particular use. Change Healthcare does not guarantee the payment or the timing of payment of any claims submitted through the Change Healthcare products. Payment remains the responsibility of the particular Connected Entity of health care services and/or supplier to which the SRS or SRS's Customer is submitting. In no event shall Change Healthcare be liable for incidental, consequential or special damages even if Change Healthcare has been advised of the possibility of such damages. Notwithstanding any limitations of liability under the License Agreement, Change Healthcare's aggregate liability to SRS's Customers under these Change Healthcare Terms and with respect to Change Healthcare products and Change Healthcare materials furnished hereunder (whether under contract, tort or any other theory of law or equity) shall not exceed, under any circumstances, the lesser of (a) the price paid by SRS on SRS's Customer behalf to Change Healthcare for the particular Change Healthcare products and/or Change Healthcare materials during the one (1) year preceding SRS's claim; or (b) $10,000.

6.2 In the event information to be transmitted through the Change Healthcare Products is not transmitted by Change Healthcare or is not accurately transmitted as a result of Change Healthcare's failure to perform in accordance with the terms of these Change Healthcare Terms and such failure results in damage to SRS's Customers, then Change Healthcare's sole obligation and liability to SRS's Customers for such event (subject to reasonable mitigation by SRS's Customers) shall be limited to furnishing credits on subsequent invoices from Change Healthcare to SRS's Customer in an aggregate amount equal to the actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses which SRS's Customer can demonstrate it has sustained and which are directly attributable to such failure. Any claim against Change Healthcare must be asserted in writing within 180 days after Change Healthcare should have transmitted information received from SRS's Customers or the transmission of inaccurate information on which the claim is based, whichever is applicable. SRS's Customers hereby agree to promptly supply to Change Healthcare documentation reasonably requested by Change Healthcare to support any claim of SRS's Customers. The foregoing states the entire liability of Change Healthcare with respect to claims that information was not transmitted or was transmitted inaccurately by Change Healthcare and such liability is further limited by the limitations of liability appearing in Section 6.1 above.

6.3 Change Healthcare shall indemnify and hold SRS's Customers harmless from any claim by a third party and, at its own expense, shall defend any action brought or threatened against SRS's Customers to the extent that such claim, threat or action is based on a claim that any portion of the Change Healthcare Products or Change Healthcare Materials as furnished by Change Healthcare hereunder infringes upon a United States copyright, patent or trade secret right of another entity. In the event of such a claim, threat or action, Change Healthcare shall, without additional cost to SRS's Customers, take one of the following actions in Change Healthcare's discretion: (a) make the offending portion of the Change Healthcare Products and/or Change Healthcare Materials non-infringing; (b) replace the offending portion of the Change Healthcare Products or Change Healthcare Materials with a functionally equivalent item; or (c) terminate SRS's Customers' right to use Change Healthcare Products and/or Change Healthcare Materials and refund to SRS (or the applicable SRS Customer) all amounts paid by SRS's Customer for the applicable Change Healthcare Products and/or Change Healthcare Materials involved. Subject to the foregoing, SRS's Customer shall cease using any such Change Healthcare Products, Change Healthcare Services and/or Change Healthcare Materials if so directed by Change Healthcare. Change Healthcare's obligations under this Section 6.3 are subject to (x) SRS's Customers giving prompt notice to Change Healthcare of such action, claim or threat and all applicable information in SRS's Customers' possession with respect thereto; (y) SRS's Customers giving reasonable assistance at Change Healthcare's expense in connection therewith; and (z) Change Healthcare's sole authority to control, defend, and settle the matter, however no such settlement including admission, liability, or responsibility of SRS's Customers may be made without SRS's or the applicable SRS's Customer's prior written authorization. The foregoing states the entire liability of Change Healthcare with respect to any claims of proprietary rights infringement by Change Healthcare products and Change Healthcare Materials.

JMAR SOLUTIONS, LLC, d/b/a OMEDIX TERMS

The Third Party Provider software licensed under the License Agreement may include the "Patient Portal" product defined below from JMAR Solutions, LLC, d/b/a Omedix ("Omedix"), with its principal place of business at 15849 N. 71st Street, Suite 100, Scottsdale, AZ 85254. ("Patient Portal"). These JMAR Solutions, LLC, d/b/a OMEDIX Terms (these "Omedix Terms") establishe the terms governing use of the Patient Portal. Omedix, SRS (SRS shall have the same meaning as "SRS"), and Customer (Customer shall have the same meaning as "Customer" as defined in the License Agreement) are each a "Party" and, collectively, the "Parties". Patient Portal and the *"SRS EHR"* are

separate products provided by separate entities.

1. Definitions

1.1 “Authorized User” or “Authorized Users” means Patients, authorized and designated Providers and Customer staff to whom Customer provides or authorizes SRS to provide a user id and password to access the Patient Portal.

1.2 "Content" includes text, graphics, logos, button icons, images, audio or video content, and digital or printable downloads.

1.3 “Documentation” means user guides, self-help files, and any technical specifications provided by Omedix describing the Patient Portal, in electronic or hard copy format.

1.4 “Errors or Defects” shall mean, with respect to the Patient Portal, failure of the Patient Portal to operate in substantial conformity with descriptions of such operation or functionality contained in the associated Documentation.

1.5 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, all applicable regulations promulgated pursuant thereto (including but not limited to the Standards for Privacy of Individual Information, 45 C.F.R. Parts 160 and 164 and the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162), Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and all applicable regulations promulgated pursuant to the HITECH Act in effect now and as may be amended in the future.

1.6 “Hourly Fees” means the fees charged by SRS to Customer for the performance of any services done by SRS on an hourly basis in accordance with this Supplement.

1.7 “Monthly Fees” means the monthly subscription fees specified in Addendum A for the Patient Portal.

1.8 “Patient” means a person seeking health care and who has been determined by Customer to have or be seeking a patient- Provider relationship with a Provider in Customer’s operation in accordance with the applicable requirements of state law and of the applicable state licensure boards.

1.9 “Provider” means a person who bills for their services or bills under the physician’s name for their services.

1.10 “Protected Health Information” means individually identifiable health information as defined in provided at 45 C.F.R. § 164.501.

1.11 “Setup Fees” means the total non-recurring fees for setup of the Patient Portal.

1.12 “Transaction Fees” means the fees that shall be charged on a per-transaction basis in the course of using the Patient Portal.

2. About Patient Portal

Patient Portal is a software platform Customer may use to interact with Customer’s Patients through features like secure messaging, online appointment requests, and online prescription refill requests. Patient Portal is hosted software and is offered as “software as a service” so that Customer can continue to receive updates as Omedix releases them. THE FOLLOWING TERMS AND CONDITIONS GOVERN CLIENT’S USE OF THE PATIENT PORTAL.

3. General

3.1 These Omedix Terms is applicable to the Patient Portal software product included in the Third Party Provider software licensed under the License Agreement.

3.2 It is acknowledged that the Patient Portal is developed and marketed under an agreement between SRS and Omedix, Inc., (the “SRS/Omedix Agreement”) and that SRS has full right and authority from Omedix to grant the rights granted by SRS to Customer under the Agreement.

3.3 Omedix has agreed in the SRS/Omedix Agreement to all terms and conditions of SRS recited in these Omedix Terms. Accordingly, SRS represents to Customer that all obligations of SRS herein shall be performed either by SRS or by Omedix, Inc. (“Omedix”).

3.4 To the extent that any terms and conditions in these Omedix Terms are inconsistent with terms and conditions in the License Agreement, the terms and conditions in these Omedix Terms shall control. Specifically, and not by

way of limitation, any perpetual license granted in the License Agreement shall not be applicable to the Patient Portal product which is a subscription based product. Absent any inconsistency, the terms and conditions in these Omedix Terms shall be effective and enforceable in addition to the terms and conditions in the License Agreement.

3.5 Customer understands and agrees that the Patient Portal will be hosted on computer equipment located at Omedix's facility and that the obligations of SRS are contracted to Omedix under the SRS/Omedix Agreement. SRS hereby represents and warrants to Customer that the SRS/Omedix Agreement includes language whereby Omedix agrees that Customers under subscription agreements with SRS for the Patient Portal are third party beneficiaries to the SRS/Omedix Agreement and are entitled to rely upon all rights, representations, warranties and covenants made by Omedix therein to the same extent as if Customers were SRS thereunder.

3.6 Omedix shall be ultimately responsible for providing service support necessary to correct all Errors or Defects in the Patient Portal as reported by SRS or Customer. SRS shall serve as the first point of contact for resolution of problems regarding operation of the Patient Portal, and in situations where SRS is not able to correct the problem, SRS shall contact Omedix directly for support and resolution of the problem.

3.7 Omedix will host and maintain the Patient Portal product and shall be responsible for all costs associated with acquisition and maintenance of the computer and communications equipment associated therewith.

3.8 Use of Patient Portal may require purchase of third-party hardware or software, or both. In such case, SRS will so inform Customer. Customer assumes all responsibility for third-party hardware and software including cost of the purchase itself, shipping costs, accessories costs, warranties, or support costs.

4. License

4.1 SRS hereby grants Customer a non-exclusive, non-transferable, worldwide right to access and use the Patient Portal, solely for Customer's own internal purposes, subject to the terms and conditions of this Agreement including payment of the associated Monthly Fees, on a single instance of the Patient Portal solely and directly for Customer's existing and prospective outpatient or ambulatory Patients. All rights not expressly granted to Customer are reserved to SRS and its licensors.

4.2 SRS (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Patient Portal product, all Content contained therein, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to any of the foregoing. These Omedix Terms are not a sale and does not convey to Customer any rights of ownership in or related to the Patient Portal or the intellectual property rights owned by SRS or Omedix.

5. Restrictions

5.1 Customer shall not license, sublicense, sell, resell, transfer, assign, distribute, frame, publish, disassemble, decompile, delete, reverse engineer, modify, edit, translate or otherwise alter, or commercially exploit or make available to any third party the Patient Portal in any way.

5.2 Customer is not permitted to resell or sublicense Patient Portal. Customer is not permitted to disassemble, decompile, delete, reverse engineer, modify, edit, translate or otherwise alter the Patient Portal product. Customer agrees to notify SRS promptly in the event it becomes aware of or suspects any use or disclosure of the Patient Portal product that is not permitted by this Agreement.

5.3 Customer may use the Patient Portal only for its own internal purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; or (iii) interfere with or disrupt the integrity or performance of the Patient Portal or the data contained therein.

5.4 Customer agrees that if SRS or Omedix is presented with a subpoena from any state or federal agency regarding any transaction recorded via the Patient Portal that SRS or Omedix will comply with said subpoena.

5.5 Customer agrees that SRS shall have the right to terminate this Agreement or curtail the provision of the Patient Portal to Customer or any particular Authorized User, without prior notice to Customer, in the event that SRS determines that an Authorized User or Customer has violated the terms of this Agreement or misused any of the Patient Portal as provided by SRS under this Agreement.

6. Customer Responsibilities

6.1 Customer is responsible for all activity occurring under its Authorized User accounts, and all such use shall comply with all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data. Customer agrees to notify SRS immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

6.2 Only Authorized Users are permitted to access and use the Patient Portal, and Customer shall bear full responsibility to ensure this. Customer is also responsible for ensuring that each Authorized User's unique ID and password for the Patient Portal is kept secret and confidential.

7. Not Designed for Emergency Services

Customer understands that the Patient Portal product provides value and automates many aspects of its Practice, but that the Patient Portal product is not designed for medical emergencies. Customer agrees to inform its patients that the Patient Portal product is not designed for emergency use. SRS does not guarantee that the patient personal information in the Patient Portal product or the patient education content in the patient education software will be correct, complete or useful to client in assisting its patients. All decisions and actions by Customer and its providers are solely Customer's obligation, and must be based on Customer's providers' best medical and professional expertise. Customer shall not rely solely on the patient personal health information, the patient education content in the patient education software, or any other information in the Patient Portal in making health or other decisions regarding patients. In the event of a medical emergency, call 911.

8. Account Information and Data

8.1 SRS does not own any data, information or material that Customer or its Authorized Users submit to or enter into the Patient Portal ("Customer Data"). Customer, not SRS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Customer Data, and SRS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach), SRS will make available to Customer a file of the Customer Data within 60 days of termination if Customer so requests in writing at the time of termination. SRS reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and SRS shall have no obligation to maintain or forward any Customer Data, except as may be required by HIPAA.

8.2 Subject to the terms and conditions of this Agreement, Customer grants SRS a nonexclusive, worldwide license to use, reproduce, distribute, transmit, modify, create derivative works of and display information with respect to Customer Data provided by Customer or Authorized Users to SRS for incorporation into the Patient Portal, only for the purpose of performing its obligations under this Agreement. SRS may use all data that it receives under this Agreement or that is entered into the Patient Portal, including without limitation Protected Health Information, to create de-identified aggregated information, which SRS shall own and have the right to use in any manner in compliance with the HIPAA Privacy Rule (45 C.F.R. Parts 160 and 164).

9. Security, Privacy, and Regulations

9.1 Customer agrees that only appropriately licensed Providers shall assess, diagnose, and recommend treatment for Patients. Customer acknowledges and agrees that SRS is not engaged in the practice of medicine through the provision of the Patient Portal. Prior to a Patient's use of the Patient Portal for any clinical purposes, Customer shall verify that such Patient has a patient- provider relationship with a Provider in Customer's Practice in accordance with the applicable requirements of state law and of the applicable licensure boards. Customer agrees to be solely responsible for verifying the identity and authenticity of the Patients who identify themselves to Customer and with whom Customer or its Authorized Users communicate. SRS shall have no obligation, responsibility or liability for any provider's provision of any services to patients or otherwise.

10. Warranty

The Patient Portal is made available on an "as is" basis. Neither SRS or Omedix nor any supplier, licensor, employee, agent, or contractor makes any warranty whatsoever regarding the Patient Portal, any information, services or products provided through or in connection with the Patient Portal, or any results to be obtained through the use thereof, and company hereby expressly disclaims on behalf of itself and all suppliers, licensors, employees, agents, or contractors any and all warranties, including without limitation: any express or implied warranties of: 1)

merchantability; 2) fitness for a particular purpose; 3) effort to achieve purpose; 4) quality; 5) accuracy; 6) non-infringement; and 7) title. SRS does not warrant that the Patient Portal will be uninterrupted or error free, and does not warrant or make any representations regarding the use or the results of the use of the Patient Portal.

11. Customer Indemnity

Customer agrees to indemnify, defend and hold harmless SRS, Omedix and their member, managers, stockholders, affiliates, officers, directors, members, employees, contractors, agents, suppliers and licensors from any and all claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising directly or indirectly from (i) Customer's or an Authorized User's use of the Patient Portal, (ii) Customer's breach of these Omedix Terms, (iii) Customer's infringement, or infringement by any Authorized User, of any intellectual property or other right of any person or entity, (iv) Customer's or an Authorized User's gross negligence or willful misconduct, or (v) any use, misuse, modification or distribution of the Patient Portal by Customer or Customer's Patients. Neither SRS not Omedix are responsible, directly or indirectly, for any claims, causes of action, liabilities, damages and expenses (including, without limitation, attorneys' fees) arising out of or in any way related to any act or omission of Customer, a Provider or an Authorized User that violates any legal, ethical and/or professional rule, regulation, issuance, guidance, standard or code of conduct applicable to the use of the Patient Portal.

12. Limitation of Liability

Notwithstanding any limitations of liability under the License Agreement, in no event shall SRS, Omedix and their members, managers, stockholders, affiliates, officers, directors, employees, consultants, agents, suppliers, licensors or representatives be liable to Customer, authorized users or any third party for any indirect, incidental, special, or consequential damages (including attorney's fees and lost profits) that result from or are related to these Omedix Terms, even if SRS or Omedix have been informed of the possibility of such damages. Liability to the Customer under these Omedix Terms for damages, costs, and expenses shall not exceed the amounts received by SRS from Customer in the twelve months preceding the event giving rise to such damages. In no event shall RS, Omedix and their members, managers, stockholders, affiliates, officers, directors, employees, consultants, agents, suppliers, licensors or representatives be liable for any special, punitive, indirect, incidental or consequential damages, including but not limited to personal injury, wrongful death, loss of use, loss of profits, interruption of service or loss of data, whether in any action in warranty, contract, tort (including, but not limited to negligence or fundamental breach), or otherwise arising out of or in any way connected with the use of, or the inability to use, Patient Portal, Omedix software or Omedix websites.

13. Transaction Fees

The terms specified in this Section 13 shall be applicable only if Customer has licensed the associated optional functionality as set forth in the Customer Order.

13.1 Patient Credit Card Transactions. Fees required by SRS for use of the functionality required for credit card transactions performed through the Patient Portal will be set forth in the Customer Order and charged as Subscription Fees under the Agreement. These fees are in addition to any transaction fees imposed by credit card companies, merchant account providers, or payment gateways as part of the transaction, which fees will be explicitly outlined in a separate agreement between Customer and the applicable credit card processing company.

13.2 Patient Notifications. SRS may in the future provide features that enable automated Patient notifications via text message or automated phone calls. SRS may also in the future provide a special VOIP phone number for Customer's organization for the purpose of providing caller ID for outbound notifications. These future features may be at an additional cost, however, SRS will notify Customer prior to activating any features that incur these charges and in no event will Customer incur additional costs without Customer's prior written agreement. In such cases, SRS also reserves the right to charge a reasonable Transaction Fee in line with market rates ("Transaction Fees").

13.3 Eligibility & Benefits Checks. Omedix may submit Patient-entered insurance information for real-time eligibility & benefits checks. In such case, SRS reserves the right to charge a reasonable Transaction Fee in line with market rates (also "Transaction Fees"). Omedix or SRS will notify you prior to initiating any feature that incurs such charges.

DR. FIRST, INC. TERMS

The Third Party Provider software licensed under the Agreement may include the Dr. First "Application" defined

below, licensed from DrFirst, Inc., 9420 Key West Ave., Suite 230, Rockville, MD 20850 and used for electronic prescribing of controlled substances. These Dr. First, Inc. terms (these "Dr. First Terms") establish the terms governing use of the Dr. First Application. Dr. First, SRS, and Customer (Customer shall have the same meaning as "Customer" as defined in the License Agreement) are each a "Party" and, collectively, the "Parties.

1. Definitions

1.1 "Application" shall mean, collectively, the DrFirst Rcopia and EPCS Gold software applications (and any Addenda thereto incorporated hereafter to include future enhancements and upgrades), including any third party software integrated with the application(s) or upon which the application depends for its functionality or deployment.

1.2 "Application Documentation" shall mean text and/or graphical materials, whether in print or electronic form, that describe the features, functions, and use of the Application, which are designed to facilitate use of the Application.

1.3 "Authorized End User" shall mean any individual health care provider duly licensed to prescribe non-controlled and controlled substances, and authorized, by virtue of such individual's relationship to, or permissions from, a Customer, to access the Integrated Offering pursuant to such Customer's rights under an arrangement or contract between SRS and such Customer, which arrangement or contract is subject to this Agreement and provided that Customer has properly registered with DrFirst.

1.4 "SRS Software" shall mean the SRS's software application(s) licensed under the Agreement between SRS and Customer.

1.5 "Customer" shall mean physicians, group practices, hospital systems, or other healthcare providers to whom SRS provides the Integrated Offering for use by Authorized End Users. Each Authorized End User will be required to separately agree to the DrFirst Terms of Use before becoming an Authorized End User. A Customer may be a government agency or entity, provided that the terms of this Agreement (and particularly those pertaining to intellectual property and confidentiality) shall not be materially altered.

1.6 "Integrated Offering" shall mean services provided to Customers of SRS by means of accessing and using the features and functions of the Application through the SRS Software as contemplated in this Agreement.

2. Rights And Restrictions

2.1 Application Rights. Subject to the terms and conditions herein, Customer shall be permitted to access the Application for Authorized End Users, solely as incorporated into the Integrated Offering, provided that: (i) Customer may not distribute, sublicense, or otherwise convey any rights in the Application, except access as contemplated in this Agreement; and (ii) Customer shall not sublicense the Integrated Offering, including the Application as integrated therein, to any third party. Except as provided in this Section 2.1 Customer shall not distribute, market, sublicense, assign, sell, lease, rent, convey or otherwise transfer, or pledge as security or otherwise encumber, the rights and licenses granted hereunder with respect to the Application and the Application Documentation. Authorized End Users will be required to agree to DrFirst Terms of Use upon registration for the Application. Customer agrees to notify SRS and DrFirst of any known breach of the Terms of Use by any Authorized End Users, and thereafter to promptly disable access to the Application for such Authorized End Users.

2.2 Retained Rights; Ownership. Notwithstanding Section 2.1, DrFirst hereby retains the right to use, and to grant third parties the right to use, the Application and the Application Documentation. DrFirst retains all right, title and interest in the Application and the Application Documentation, including all copies thereof in any form or medium, whether now known or existing or hereafter developed, and further including all copyrights, patents, trade secrets, trademarks or trade names therein. Except to the extent granted herein, Customer acquires no rights in any of the foregoing.

2.3 General Usage Restrictions. Customer shall not use the Application for any purposes other than with the Integrated Offering, except with the prior written consent of DrFirst. Customer shall not: (i) copy or duplicate the Application except as required for use of the Integrated Offering; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Application is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify the Application or the Application Documentation, or create any derivative product from any of the foregoing, except with the prior written consent of DrFirst; (iv) act as a service bureau of the Application or otherwise run the Application for any-third party or; (v) except as contemplated

hereunder and otherwise expressly permitted in this Agreement, assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, DrFirst's rights under the licenses granted hereunder. Customer will ensure that its use of the Application and the Application Documentation complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Application. Customer acknowledges that this Agreement grants certain rights to access the Application, as hosted by DrFirst, but nothing herein may be construed to require delivery of a copy of the Application or to grant Customer any right to obtain such a copy.

3. Statistical Data

Customer agrees to permit DrFirst to de-identify any data provided to it by Customer for any lawful purpose, consistent with 45 C.F.R. § 164.514, in the administration and performance of this Agreement, as well as DrFirst's efforts to develop and expand functionality and/or sponsorship for its general customer offerings. The foregoing permission may be rescinded at any time upon written notice to DrFirst with regard to data provided by Customers or Authorized End Users ONLY if Customer is also accordingly contractually bound). DrFirst expressly represents and commits that it will not reveal the identity of any Customer physician provider or a patient of such physician provider under any circumstances unless such physician provider or patient actively, knowingly and voluntarily opts in to a program that requires it to reveal its identity.

4. Warranties And Disclaimers

4.1 DrFirst represents and warrants that; (i) it is the developer and sole owner of the Application and that it has the right to grant the licenses and rights hereunder, (ii) the Application shall conform in all material respects to the descriptions contained in the associated specifications; (iii) to the best of DrFirst's knowledge and belief as of the date of execution of this Agreement the Application does not infringe or misappropriate, as applicable, any third party's patent, copyright, trade secret or other intellectual property rights; and (iv) any errors or non-conformities of the Application to the specifications shall be corrected in accordance with DrFirst's standard service level terms.

4.2 DrFirst represents and warrants that the Application complies with, and shall continue to comply with during the Term, all applicable Federal and State laws, regulations, and requirements for electronic prescribing of non-controlled and controlled substances. In the event that DrFirst learns that its Application is not in compliance with the aforementioned laws due to a change in laws, regulations, and requirements for electronic prescribing by a regulatory body, DrFirst will immediately take action to become compliant as soon as is reasonably possible.

4.3 Data Accuracy; Regulation. It is expressly acknowledged that the Application relies on a data feed licensed to DrFirst by a third party and that DrFirst has no control over the accuracy of such data. Accordingly, DrFirst shall have no responsibility or liability for the accuracy of any data delivered by DrFirst under the Application, unless it can be shown that DrFirst altered the substance of the data in the data feed. Customer agrees and acknowledges that some of the data in the data feed may be subject to HIPAA, as well as other state and federal laws and regulations.

4.4 Disclaimer. Except as expressly set forth herein, to the maximum extent permitted by applicable law, DrFirst disclaims any and all other promises, representations and warranties, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and/or data accuracy. DrFirst does not warrant that the application will meet Customer's requirements or that the operation of the application will be uninterrupted or error-free.

4.5 Limitations and Exclusions of Liability. Except with respect to rights and obligations arising or recognized hereunder, and notwithstanding any limitations of liability under the License Agreement in no event will DrFirst or SRS be liable to Customer for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation caused by DrFirst or SRS, or liabilities to third parties arising from any source, even if DrFirst has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective. Except with respect to rights and obligations arising or recognized hereunder, and notwithstanding any limitations of liability under the License Agreement, the cumulative liability of DrFirst or SRS to Customer for all claims arising from or relating to this agreement, including, without limitation, any cause of action sounding in contract, tort, or strict liability, will not exceed the total amount of all fees paid to SRS by Customer during the twelve (12)-month period prior to the act, omission or event giving rise to such liability. This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective.

5. Indemnity

5.1 DrFirst's Indemnity Obligations. DrFirst agrees to indemnify, defend and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Application or the Application Documentation infringes such third party's United States patents, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that Customer promptly notifies DrFirst in writing of the claim, cooperates with DrFirst, and allows DrFirst sole authority to control the defense and settlement of such claim, provided that DrFirst will not settle any third-party claim against Customer unless such settlement completely and forever releases Customer from all liability with respect to such claim or unless Customer consents to such settlement, and further provided that Customer will have the right, at its option and expense, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice. If such a claim is made or appears possible, Customer agrees to permit DrFirst, at DrFirst's sole discretion, to enable Customer to continue to use the Application and the Application Documentation, or to modify or replace any such infringing or misappropriating material to make it non-infringing or misappropriating. If DrFirst determines that none of these alternatives is reasonably available, Customer shall, upon written request from DrFirst, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim and DrFirst shall refund all license fees paid for the infringing or misappropriating material. This Section 5.1 shall not apply if the alleged infringement or misappropriation arises, in whole or in part, from (i) modification of the Application or the Application Documentation by Customer, (ii) combination, operation or use of the Application with other software, hardware or technology not provided by DrFirst, if such infringement would have been avoided by use of the Application alone, or (iii) use of a superseded or altered release of the Application or the Application Documentation, if such infringement would have been avoided by the use of a then-current release of the Application or the Application Documentation, as applicable, and if such then-current release has been made available to Customer.

5.2 Customer's Indemnity Obligations. Customer agrees to hold harmless, indemnify, and, at DrFirst's option, defend DrFirst from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (a) misuse of data by Customer in violation of the Agreement; (b) any material breach of this Agreement by Customer that gives rise to liability to a third party; and (c) any breach by Customer of Confidentiality obligations as contemplated hereunder, provided that Customer will not settle any third-party claim against DrFirst unless such settlement completely and forever releases DrFirst from all liability with respect to such claim or unless DrFirst consents to such settlement, and further provided that DrFirst will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

6. U.S. Government End Users. Each of the Application Documentation and the software components that constitute the Application is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application and the Application Documentation with only those rights set forth therein.

7. Third Party Flow Down Provisions

7.1 Customer shall ensure that all messages transmitted to DrFirst originate from Authorized End Users who are employed by, subject to the direction and control of, or otherwise are licensed, registered, and authorized healthcare providers registered with SRS or DrFirst. Customer shall conduct identity proofing and authentication in accordance with all industry standards and regulatory requirements.

7.2 Customer shall comply with all applicable law, including obtaining all necessary patient consents and authorizations to use the Integrated Offering. Customer shall secure rights from its patients to use the data in any manner, so long as in compliance with applicable state and federal laws and regulations, including but not limited to the ability to de-identify and aggregate the data.

7.3 Customer shall not use any means, program, or device to influence or attempt to influence the decision of an Authorized End User to write a prescription for a certain medication or to send the prescription to a certain pharmacy; provided, however, that information related to formulary and benefit plan design and information from payers or other reputable sources providing clinical information shall be exempt from this prohibition, so long as the provider can still access all pharmaceuticals and the provider or patient is not prohibited from selecting a pharmacy.

7.4 Customer acknowledges and agrees that any pharmacy, pharmacy benefit manager, payor, or plan may elect not to receive prescriptions from Customer or Customer's Authorized End Users. Customer acknowledges and agrees

that any pharmacy benefit manager, pharmacy, payor, or other source of data may be added or deleted at any time without prior notice to Customer.

7.5 Customer shall allow DrFirst, with 10 days written notice, and Surescripts, without notice, the ability to access, inspect, and review all records related to information and data provided by or through the Surescripts network.

7.6 Customer shall ensure that all individuals hired by Customer after the date of this Agreement whose job duties require access to protected health information (PHI), physician information, and payment information have undergone appropriate background checks, to ensure that they do not have a felony or misdemeanor related to theft or fraud.

7.7 Customer acknowledges and agrees, and shall cause each Authorized End User, to acknowledge and agree that the prescription benefit and medication history information provided with the Application is not accurate or complete, and that DrFirst, Surescripts, the pharmacy, pharmacy benefit manager, payor, or other data source provides no representations or warranties with respect to the accuracy or completeness of the prescription benefit or medication history information. Furthermore, Customer releases and holds harmless, and shall by contract cause its Authorized End Users to release and hold harmless, DrFirst, Surescripts, SRS, and any other person or entity providing prescription benefit or medication history information from any liability, cause of action, or claim related to the completeness or lack thereof of the information. Customer shall by contract require its Authorized End Users to confirm this information with the patient before providing medical services, and use his/her professional judgment in the provision of care.

7.8 Customer shall at all times comply with the provisions of its Business Associate Agreements with DrFirst and with Authorized End Users, and with all applicable law. Customer, SRS and DrFirst shall reasonably safeguard protected health information from intentional or unintentional disclosure in violation of the Privacy Rules established under HIPAA.

7.9 DrFirst shall include the above sections 8.1 through 8.8 in the electronic Terms of Use which all Authorized End Users must accept prior to accessing the Application.

7.10 Customer agrees to permit DrFirst to de-identify any data provided to it by Customer for any lawful purpose, consistent with 45 C.F.R. § 164.514, in the administration and performance of this Agreement, as well as DrFirst's efforts to develop and expand functionality and/or sponsorship for its general offerings. The foregoing permission may be rescinded at any time upon written notice to DrFirst with regard to data provided by Customer or Authorized End Users ONLY if Customer is also accordingly contractually bound). DrFirst expressly represents and commits that it will not reveal the identity of any Customer physician provider or a patient of such physician provider under any circumstances unless such physician provider or patient actively, knowingly and voluntarily opts in to a program that requires it to reveal its identity.

INTELICHART, LLC TERMS

The Third Party Provider software licensed under the Agreement may include the "Patient Portal" product defined below from InteliChart, LLC, with its principal place of business at 1061 Red Ventures Drive, Suite 130, Fort Mill, SC 29707 ("InteliChart") ("Portal"). These InteliChart, LLC terms (these "InteliChart Terms") establish the terms governing use of the Portal. InteliChart, SRS (SRS shall have the same meaning as "SRS"), and Customer (Customer shall have the same meaning as "Customer" as defined in the License Agreement) are each a "Party" and, collectively, the "Parties". Capitalized terms not otherwise defined in these InteliChart Terms shall have the same meaning as in the License Agreement.

I – Definitions

"Affiliate" means with respect to any Person, each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, is controlled by or is under common control with, such Person.

"Documentation" means those materials provided to Customer that describe the function and use of the Portal, including without limitation the online user guide for the Portal, as updated from time to time.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to

time.

"Customer Order Form" means a SRS order form executed by Customer in order to purchase subscriptions to the Portal or purchase services from SRS.

"Patient Data" means names, addresses, social security numbers, medical records and any other information concerning or relating Customer's patients which is deemed to be protected health information under the rules and regulations of HIPAA. De-identified Data (as such term is defined by HIPAA) shall not be considered to be Patient Data.

"Person" means any individual, corporation, limited liability company, partnership, joint venture or other entity.

"Provider" means any individual healthcare provider that is scheduled for patient appointment(s) and otherwise bills for services, including without limitation, physicians, physician assistants and nurse practitioners.

"User" means each individual user that has been granted access to the Portal with a user ID and password.

II - Subscription and Services

(a) *Subscription Purchases*. During the Term, SRS shall make the Portal available to Customer pursuant to, and in accordance with, these Intellichart Terms and the License Agreement. Customer agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features in the Portal nor dependent on any oral or written public comments made by SRS regarding future functionality or features in the Portal. For avoidance of doubt, Customer acknowledges and agrees that its right to access and use the Portal is subscription-based and is not being provided pursuant any perpetual license grant included within the License Agreement; provided, however, that the restrictions and limitations imposed on the SRS Software described in the License Agreement shall apply to Customer's access and use of the Portal.

(b) *Subscriptions*. Unless otherwise specified in the License Agreement, (i) the Portal shall be purchased based on the number of Providers using the Portal (as specified in the License Agreement), (ii) additional subscriptions for the Portal must be purchased if Customer's number of Providers increases, and (iii) any additional subscriptions for the Portal shall terminate on the same date as the then-existing subscriptions for the Portal. Subscriptions for specific Providers cannot be shared or used by more than one Provider, but may be reassigned to new Providers replacing former Providers who no longer require ongoing use of the Portal.

(c) *Reservation of Rights*. Subject to the limited rights expressly granted hereunder, SRS and InteliChart reserve all rights, title and interest in and to the Portal, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

(d) *Customer Responsibilities*. Customer shall (i) be responsible for each of its User's compliance with the License Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of the Patient Data and of the means by which Customer acquired the Patient Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Portal, and notify SRS promptly of any such unauthorized access or use, (iv) use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations, (v) not make the Portal available to anyone other than its Users and patients, provided that in each such instance Customer shall require such individual to agree that he or she (A) shall use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations and (B) shall not access and/or use the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal, or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes, (vi) not sell, resell, rent or lease the Portal, (vii) not modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Portal, (viii) not use the Portal to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ix) not store or transmit any material containing software viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs, (x) not interfere with or disrupt the integrity or performance of the Portal, (xi) not attempt to gain unauthorized access to the Portal or their related systems or networks, or (xii) not access the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes.

(e) *Patient Data*. As between SRS, InteliChart, and Customer, Customer exclusively owns all rights, title and interest in and to all of the Patient Data.

III – Matching Algorithm

(a) The Portal utilizes a weighted multi-element, score-based, probabilistic matching algorithm (as amended, modified or otherwise improved from time-to-time, the "Matching Algorithm"), which employs best practices from the healthcare and census industries, for purposes of linking/matching patient electronic health records ("EHRs"). InteliChart's documentation describing the process of the Matching Algorithm (as amended from time-to-time in InteliChart's sole discretion, the "Matching Algorithm Documentation") is located at: http://legal.intelichart.com/patientmatchingprocess.html (the "Site"). InteliChart represents and warrants that the Matching Algorithm shall perform in all material respects in accordance with the Matching Algorithm Documentation.

(b) Customer hereby acknowledges and agrees that: (i) it has read the Matching Algorithm Documentation and understands that the Matching Algorithm's capabilities are limited to the functionality described in the Matching Algorithm Documentation; (ii) although the Matching Algorithm is highly sophisticated, it cannot ensure that all EHRs will be correctly merged/linked with the correct patient; (iii) it shall establish and maintain policies, procedures and protocols, including without limitation, patient in-take workflow processes and protocols, which eliminate the entry to its EHR of duplicative patient demographic data (*i.e.,* eliminate the entry of 'fake' or 'dummy' demographic information), unless the applicable demographic data is explicitly identified as an exclusion in the Matching Algorithm Documentation; and (iv) InteliChart shall not be responsible for any liabilities, losses, damages, costs or expenses (collectively, "Damages") arising from the merging/linking of patient EHRs unless such Damages arise solely and exclusively from a breach of Matching Algorithm warranty set forth in Section III(a) above.

(c) InteliChart shall use commercially reasonable efforts, in connection with each material improvement to the Matching Algorithm, to post an updated version of the Matching Algorithm Documentation to the Site. InteliChart shall use commercially reasonable efforts to notify Customer each time an updated version of the Matching Algorithm Documentation has been posted to the Site. Customer's continued use of the Portal after delivery of such notice means that Customer has reviewed the updated version of the Matching Algorithm Documentation and understands and agrees to the terms of the updated version of the Matching Algorithm Documentation. Without limiting the foregoing, Customer agrees to (i) check the Site no less than once per calendar year to determine whether an updated version of the Matching Algorithm Documentation has been posted and (ii) to the extent an updated version of the Matching Algorithm Documentation has been posted, review the terms of such updated version of the Matching Algorithm Documentation.

(d) Customer acknowledges and agrees that: (i) the Matching Algorithm and the Matching Algorithm Documentation are the proprietary and confidential information of InteliChart, and shall be deemed "Confidential Information" of SRS and InteliChart for purposes of the License Agreement, and (ii) it shall protect the confidentiality of the Matching Algorithm and the Matching Algorithm Documentation in accordance with the confidentiality obligations set forth in the License Agreement.

IV - Warranties and Indemnification

(a) *Disclaimer*. EXCEPT AS EXPRESSLY PROVIDED IN SECTION III(a) OR AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT, (I) NEITHER SRS NOR INTELICHART MAKES ANY WARRANTIES OF ANY KIND TO CUSTOMER OR ITS PROVIDERS OR USERS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, (II) WITHOUT LIMITING THE FOREGOING, SRS AND INTELICHART MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE RELIABILITY, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE MATCHING ALGORITHM, (III) AND SRS AND INTELICHART EACH SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(b) *InteliChart Remedies*. Customer acknowledges and agrees that if Customer has breached these Intellichart Terms, InteliChart may exercise and enforce these Intellichart Terms in its own names and in SRS's name.

(c) *Indemnity by Customer*. Customer shall defend SRS and InteliChart from and against any claim made or brought by a third party against SRS or InteliChart alleging that (i) the Patient Data, or (ii) Customer's misuse of the Portal infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights, and shall indemnify SRS and InteliChart for any damages finally awarded against, and for reasonable attorney's fees incurred by, SRS and InteliChart in connection with any such claim.

(d) *Limitation of Liability*. Notwithstanding any limitations of liability under the License Agreement, Customer acknowledges and agrees that in no event shall SRS or InteliChart have any liability to Customer, whether based on contract, tort, negligence, strict liability, products liability or otherwise related to the Portal. Customer agrees that the Portal is a documentation tool only, and that the Portal is not intended to provide diagnoses, practice guidelines, advice, or protocols for delivering medical care. Customer further agrees that nothing in the Portal or anything else provided pursuant to the License Agreement constitutes or is intended to be medical advice or a substitute for medical knowledge or judgment. Customer further agrees it shall be solely responsible to ensure that the documentation of medical care provided by it, its affiliates or their respective employees, agents, third party contractors, and suppliers is accurate and that all billing information delivered by customer to any insurance company, governmental agency, or other payor shall be accurate and complete. Neither SRS nor InteliChart shall have any responsibility for decisions made or actions taken or not taken in rendering medical care or for information provided to any insurance company, governmental agency, or other payor.

V - Miscellaneous

(a) *Conflicting Terms*. In the event of any conflict, overlap and/or contradiction of terms between the License Agreement and these InteliChart Terms, these InteliChart Terms shall prevail.

OBERD TERMS

The Third Party Provider software licensed under the Agreement may include the Outcomes Based Electronic Research Database software ("OBERD"), and certain computerized databases collectively referred to herein as the "Specialized Registries" from Universal Research Solutions, LLC, a Delaware limited liability company ("URS"), which provides a common platform for the collection, reporting and analysis of patient-reported outcomes data, patient satisfaction data, and the provision of patient education modules. These OBERD terms (these "OBERD Terms") establish the terms governing provision of these services. URS, SRS (as defined in the License Agreement), and Customer (Customer shall have the same meaning as "Customer" as defined in the License Agreement) are each a "Party" and, collectively, the "Parties."

I. License/Term

a. Grant of License. URS hereby grants to Customer, and the Customer hereby accepts, a non-exclusive, non-transferrable, non-assignable license ("License") for each Provider Unit (as defined below), without the right to sub-license, except as otherwise provided in this Agreement, which will give Customer the right to access and use OBERD remotely.

II Use Of Oberd

a. Authorized Users. Each License authorizes the Customer to permit Provider Units and certain Additional Designated Users to use OBERD in machine-readable form via an internet based link.

i. "**Provider Unit**" is defined as a medical doctor, research professional, physician assistant, physical therapist, occupational therapist, nurse practitioner, or any other job classification in which the person sets independent appointments, all of whom are employed by Customer.

ii. "**Additional Designated User**" is defined as each supporting staff member (medical assistants, nurses, fellows, and other office staff who do not maintain their own appointment schedule) employed by the Customer. Customer agrees to advise all Designated Users of their confidentiality obligations with respect to this Agreement, and ensure that such persons are bound by terms of confidentiality reasonably comparable to those imposed in this Agreement.

b. Right to Use License is Personal. The rights granted to Customer herein are rights that may be exercised solely by the Customer for its Provider Units and the Additional Designated Users. Customer shall not allow any other person, firm, or corporation to access or use or view OBERD, without URS's prior consent.

c. Unauthorized Use. The License granted hereub does not authorize the Customer or any Provider Unit or any Additional Designated User to access or use or view OBERD on any computer which is not owned, rented, or leased by the Customer or a Provider Unit or an affiliate of Customer; or to utilize OBERD for the direct or indirect use or benefit of any person or entity other than Customer and its Provider Units and Additional Designated Users.

d. Prohibitions. Customer shall not: (a) give, lease, license, sell, make available, or distribute all or any part

of OBERD to any third party; (b) use OBERD to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (c) copy OBERD onto any public or distributed network; (d) change any proprietary rights notices which appear in OBERD; (e) modify OBERD; or (f) reverse engineer OBERD. Customer may only use the data it derives from OBERD for use in its business operations.

III Updates and Modifications Of Oberd

URS will provide access to new versions, updates or upgrades (collectively, "Upgrades") of OBERD to Customer without additional charge, promptly after commercial release. Upon delivery, Upgrades will become part of OBERD and will be subject to the provisions of these OBERD Terms. SRS will invoice Customer for major modifications of OBERD that are made at Customer's request if those modifications extend beyond the planned evolution of OBERD's current features.

IV Intellectual Property

a. Ownership of OBERD. URS is the sole owner of all intellectual property, technology, designs, engineering specifications, copyrights, trademarks, service marks, patents, patent applications, software components or modules, enhancements or derivative works, source code, or the like, created by URS. URS is and shall be deemed the sole owner of all intellectual property rights to OBERD and Specialized Registries. In the event that URS releases Upgrades that include any ideas, modifications, or enhancements to OBERD provided or requested by Customer, URS shall be the sole and exclusive owner of such ideas, modifications, and enhancements, except that Customer is given an exclusive perpetual royalty- free license to use such ideas, modifications, and enhancements in their relevant medical field including, without limitation, the rights to reproduce, modify, perform publicly, display publicly, and transmit electronically or by any other means such ideas, modifications, and enhancements. Subject to the foregoing grant of the exclusive perpetual royalty-free license to Customer, Customer hereby irrevocably assigns to URS any of the foregoing provided or requested by Customer, and agrees to assist URS, upon URS's reasonable request, to secure or perfect any or all rights, at the sole cost and expense of URS. Nothing in this Section IV shall provide Customer with OBERD access beyond the scope and terms of these OBERD Terms or the License Agreement.

b. Permission required to market OBERD. Any advertising or other materials prepared by Customer which reference OBERD, any portion of OBERD, or any of the trademarks, service marks, patents, patent applications, intellectual property, source code, or any other rights of URS must be approved in writing by URS prior to such use.

c. Obligation to notify of breach. Customer agrees promptly to inform URS of any infringement, alleged infringement, misuse, misappropriation, theft, or breach of confidence that may come to Customer's attention regarding URS's intellectual property rights.

V Ownership and Permissible Uses of Data

a. Customer is the owner of all information and data including without limitation Protected Health Information ("PHI" as defined under HIPAA which is defined below) entered in, submitted to, or added to, OBERD by Customer.

b. URS may de-identify the PHI provided that URS satisfies the applicable provisions for de-identification under the Privacy Rule as defined under HIPAA [including without limitation Section 164.514(a), (b) and (c)] and provides Customer with written documentation as required by said provisions and as may be reasonably specified by Customer. Any such de- identified information ("De-identified Information") shall not constitute PHI and shall not be subject to the terms and conditions of the Business Associate Agreement as defined under HIPAA.

c. The parties agree that URS may aggregate and use De-identified Information from Customer and other clients in order to facilitate or conduct beneficial studies that combine large, complex data sets from multiple sources and which will encourage comparative effectiveness studies, policy assessment, life sciences research and other endeavors. This may include making aggregated De-identified Information available in reports accessible by third parties at URS's sole discretion. The parties agree that URS may share the aggregated De-identified Information with other clients of URS, the SRS and other clients of the SRS.

VI Protection and Security of Confidential Information

a. Customer's Obligation of Confidentiality. The Customer hereby warrants, covenants, and agrees to keep confidential and secret and not provide access, or otherwise make available, OBERD or "Other Information" related to OBERD, to any person, corporation, or entity, other than to each Provider Unit and each Additional

Designated User, without URS's prior consent. "Other Information" related to OBERD includes, but is not limited to, user manuals, flow charts, logic diagrams, screenshots of OBERD, and graphical user interfaces from OBERD. The terms of these OBERD Terms shall also be considered confidential and Customer shall hold the terms of this Agreement, including any pricing and terms of payment, in strict confidence. The obligation of confidentiality is perpetual and will survive the termination of these OBERD Terms and the License Agreement.

b. Use of OBERD. OBERD is intended for use only by the Customer for its business operations. Customer hereby assumes full responsibility for assuring the appropriateness of using and relying upon OBERD. Customer has determined that OBERD meets any software audit requirements that Customer may have, and that the data center auditing standards referenced below likewise meet all Customer current auditing requirements. Customer agrees to establish protective measures that may be appropriate to safeguard the privacy of data collected by means of OBERD, to meet security requirements for the protection of passwords and networks used by Customer, and to follow all ethical and Institutional Review Board requirements relevant to the collection of data. Customer agrees that the data security measures employed by URS, described below, are reasonable and proper. Customer is responsible for measures to protect data from loss from Customer's systems. Neither URS nor SRS will have any responsibility or liability for loss of data or any consequential or incidental damages arising from Customer's loss of data from its systems through no fault of SRS or URS. The Customer is responsible for determining the accuracy and adequacy of OBERD for use by Customer.

c. Publicity. URS is given the limited right to use Customer's name, symbols, trademarks, or service marks in advertising or promotional materials, solely for purposes of identifying Customer as a customer of URS and/or a participant in a Specialized Registry.

VII Data Security

a. Security measures. URS hosts its software and data in a secure environment managed by a third party, and guided by the ISO27002 standard for physical security (certified by a SOC 70 Type II audit). Data is incrementally backed up daily and fully backed up weekly, at minimum, with a four week retention period of backups. All Personally Identifiable Information (as defined under HIPAA) stored by URS will be encrypted by AES256 or stronger. Customer assumes responsibility for any additional backups which it desires to maintain at its own site. URS may alter these processes with comparable processes that permit URS's compliance with its obligations under this Agreement without prior written notice to Customer or Customer's prior approval.

b. URS's Obligation of Confidentiality. URS agrees not to use or further disclose any data acquired from, or provided by, Customer other than as permitted by this Agreement in order to provide the services to Customer, or as required by law, or as specified in the Business Associate Agreement ("BAA") between SRS and Customer, or the Subcontractor BAA between SRS and URS. Further, following expiration or termination of this Agreement, URS shall return to Customer all data in its possession belonging to, or provided on behalf of, Customer in a commercially reasonable format, and then URS shall destroy all tangible data remaining in its possession belonging to, or provided on behalf of, Customer, and promptly certify to Customer in writing of said destruction. In the event destruction of the data is not feasible, such infeasible destruction shall be communicated to Customer and the obligations of non-disclosure imposed upon URS pursuant to this Agreement shall be extended indefinitely.

VIII Warranty

URS warrants the following:

a. Conforms to specifications. OBERD reasonably conforms to the specifications as described in any materials made available or delivered to Customer. OBERD is free from any viruses at the time of delivery to the Customer. URS shall perform daily virus scanning of its hosted hardware and software environment using commercially available virus protection software with the latest releases. Any malfunctions in OBERD of which URS is made aware will be immediately reported to SRS and Customer and corrective actions will be immediately taken.

b. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO THE MATERIALS, GOODS OR SERVICES FURNISHED BY URS HEREUNDER OR IN CONNECTION HEREWITH, AND URS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE**.

IX Indemnification By URS

a. URS shall indemnify, defend, and hold harmless Customer from all damage, cost and expense with respect to any claim or suit brought against Customer for any alleged infringement (such indemnity shall not apply to any claims or suits related solely to Customer's actions, omissions, or related to Customer content).

b. If a third party copyright owner of forms within OBERD restricts the usage of its intellectual property after the Effective Date hereof, URS shall use commercially reasonable efforts to secure necessary permissions. If those permissions cannot be obtained, then URS will attempt to modify OBERD so that it is non-infringing. If that is not possible, then URS will provide a reasonably comparable substitute (including installation and training) to ensure that Customer suffers no cessation of access to OBERD or to a reasonably comparable substitute. If none of the steps detailed in subsection (b) are commercially reasonable, either party may terminate this Agreement without further liability, provided that URS shall refund to Customer a pro-rated portion of all amounts paid for the period of time during which Customer is unable to use OBERD due to the alleged or actual infringement.

c. URS's indemnity obligation does not extend to any claim, loss, damage, suit, fee, judgment, cost, or expense arising out of, or relating to any claim that OBERD -- when used in combination with and only when used in combination with any Customer and/or third-party software or services -- infringes or violates any patent, copyright, trademark, or other intellectual property right of any third party, or constitutes a misappropriation of any third party's trade secret.

X Limitation of Liability

Notwithstanding any limitations of liability under the License Agreement, and except as expressly stated in these OBERD Terms, URS shall not be liable to Customer for any damages arising from delays, loss of use, corruption or loss of data, or other indirect, consequential, or special damages of any kind whatsoever, including, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising directly or indirectly out of the existence, furnishing, functioning, or use of OBERD.

ALLSCRIPTS HEALTHCARE, LLC TERMS

The Third Party Provider software licensed under the Agreement may include the Allscripts Practice Management and Revenue Cycle Management products ("Allscripts Services"), licensed by Allscripts Healthcare, LLC through SRS Software, LLC, under a separate Strategic Alliance Agreement between Allscripts and SRS (the "SAA"). These Allscripts Healthcare, LLC terms (these "Allscripts Terms") establish the terms governing use of such products. Allscripts, SRS, and Customer are each a "Party" and, collectively, the "Parties." To the extent any of the Allscripts Terms conflict with any of the provisions set forth in the SAA or the License Agreement, these Allscripts Terms will control with respect to the Allscripts Services.

1. SRS BAA. Customer's use of the Allscripts Services is conditioned upon its executing a Business Associate Agreement with SRS governing the protection and use of personal health information received by SRS and Allscripts through Customer's use of the Allscripts Services. Customer acknowledges that SRS and Allscripts shall have the rights to use such personal health information that are set forth in the SAA with regard to Customer Data, subject to the terms of the applicable Business Associate Agreement between SRS and Customer and the subcontractor Business Associate Agreement between SRS and Allscripts.

2. Equipment. If any equipment is included in an Allscripts Services sale, SRS will cause Allscripts to use reasonable efforts to deliver the equipment by agreed dates and Customer agrees to accept the equipment upon delivery. Costs of shipping and requested insurance and taxes for ordered items are in addition to the fees stated in the License Agreement and will be determined and invoiced by Allscripts. Customer is responsible for site preparation/installation, except for those activities Allscripts is retained to perform as set forth in the Agreement, or related written agreement. Any available vendor-provided warranties/indemnities for equipment will be passed through to Customer and vendors remain solely responsible for pass-through compliance.

3. Restrictions on Use. Except as and to the extent expressly permitted, or as reasonably necessary to make any use of the Allscripts Services permitted by this Agreement, Customer will not, and will not permit others to:

(a) reverse engineer, disassemble, decompile, decode, or adapt the Allscripts Services, or otherwise attempt to derive or gain access to the source code or algorithms of the Allscripts Services, in whole or in part, except as and only to the extent this restriction is prohibited by applicable law;

(b) rent, lease, assign, or sell the Allscripts Services to any third party (other than selling the media on which any

Installed Allscripts Services resides);

(c) use any of the Allscripts Services to provide time sharing or service bureau services to third parties;

(d) remove, obscure, or alter from the Allscripts Services or any related Documentation any titles, trademarks, or copyright, patent, or other proprietary or restrictive legends or notices, or any end user warning or advisory, affixed to or contained therein or thereon;

(e) export or re-export all or any part of the Allscripts Services in violation of any export control laws of the United States or any other relevant jurisdiction; or

(f) modify, correct, adapt, translate, enhance, or otherwise prepare or create any derivative works or improvements of the Allscripts Services.

4. Testing of Allscripts Services. Before using Allscripts Services in a live production environment, Customer should review and test as applicable the Allscripts Services' functionality, content and other features; make independent decisions about system settings and configuration; and reach its own independent determination that the Allscripts Services are appropriate for such live production use.

5. Information Tool Only. CLIENT UNDERSTANDS AND AGREES THAT ALLSCRIPTS AND/OR SRS ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE ALLSCRIPTS SERVICES ARE AN INFORMATION TOOL ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. CLIENT ACKNOWLEDGES THAT IT SHALL HAVE FULL AND SOLE RESPONSIBILITY FOR THE CARE AND WELL BEING OF ITS PATIENTS, AND ANY RELIANCE BY CLIENT UPON THE ALLSCRIPTS SERVICES SHALL NOT DIMINISH OR ALTER SUCH RESPONSIBILITY.

6. Disclaimers and Liability. All warranty disclaimers and exclusions of liability set forth in the SAA that are in favor of SRS apply equally in favor of Allscripts with respect to the Allscripts Services.

CARETRACKER PM TERMS

The Third Party Provider software licensed under the Agreement may include the CareTracker practice management system owned, hosted and operated as an application service provider by CareTracker, Inc., ("CareTracker") This software and hosting of it by CareTracker will be referred to herein as "CareTracker PM". These CareTracker PM terms (these "CareTracker PM Terms") establish the terms governing use of CareTracker PM. CareTracker, SRS, and Customer are each a "Party" and, collectively, the "Parties."

1. LICENSE

For the period during which the Customer has a valid, paid-up subscription, the Customer will have access to and a non-exclusive, non-transferable license for the Customer's internal use in the United States to CareTracker PM as described and set forth in the Customer Order.

2. RESTRICTIONS ON USE

(a) CareTracker PM may be used only by licensed users for whom all applicable fees have been paid. Changes to users, and thus to subscription fees payable, shall be by written revision of the Customer Order. The license to use CareTracker PM under this Agreement is non-transferable, non-exclusive and for the sole purpose of Customer's internal use in the United States.

(b) Customer shall not copy or reverse engineer, in any way, CareTracker PM, or make it into a derivative product.

(c) Customer shall maintain the confidentiality of CareTracker PM and shall not disclose, permit to be disclosed, or otherwise resell or transfer, with or without consideration, all or any portion of CareTracker PM to any third party, except that Customer may disclose CareTracker PM to its consultants or agents for the purpose of assisting or advising Customer. Prior to the allowing any consultants or agents to access CareTracker PM, such person or entity shall execute a nondisclosure agreement, in a form consistent with the language contained herein, which will prohibit such consultant or agent from using CareTracker PM (other than to assist or advise Customer) and from disclosing such information to any third party. Such nondisclosure agreement must provide that CareTracker is a third party beneficiary of the rights of the SRS thereunder. Except as provided in this paragraph, Customer may disclose

CareTracker PM only to the extent required by law, and in such case only after prompt written notice to the SRS and CareTracker allowing them the opportunity to interpose all objections to the proposed disclosure. Failure to maintain confidentiality will be considered a material breach of this Agreement, and result in the immediate suspension of the License and all rights granted hereunder. Customer's confidentiality obligations shall survive termination of this Agreement for any reason.

(d) Customer shall not use CPT (as defined below) or information contained therein in any public computer-based information system or public electronic bulletin board (including the Internet and World Wide Web).

3. OWNERSHIP; CPT

(a) Neither these CareTracker PM Terms nor the License Agreement conveys to Customer either title to, or an ownership interest in (i) CareTracker PM or any of its components, which are owned by CareTracker; or (ii) in its Current Procedure Terminology codes ("CPT") by the American Medical Association ("AMA"). CPT is commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, IL 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restriction of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights of restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements. CPT is copyrighted by the AMA. CareTracker's or SRS's ability to deliver updated versions of CPT to Customer is dependent upon continuing contractual relations with the AMA, which require, in addition to the notice in this paragraph, certain restrictions of use and disclaimers of warranties on behalf of the AMA.

(b) The parties acknowledge herewith that both CareTracker and the AMA are third party beneficiaries of this Agreement. CareTracker is entitled to enforce its rights pursuant to the provisions of CareTracker PM Terms as they relate to CareTracker PM, regardless of any alleged or actual breach or default hereunder by the Customer, or any expiration or termination of the Agreement.

4. LICENSE RESTRICTIONS; REPORTS AND AUDITS.

(a) The license granted under this Agreement is restricted to the number and type of licensed providers (including without limitation, physicians, part time physicians, extenders, part time extenders, therapists, and part time therapists) listed in the Customer Order. Customer shall provide written notice to SRS within ten (10) days in the event of any change in the number or type of providers. Any use of the CareTracker PM exceeding these restrictions, or any change from part time to full time providers, will require payment of additional fees to SRS, which will be charged at SRS's then standard rates. Failure to notify SRS as recited above within the time period specified will be considered a material breach of this Agreement. Part time license categories represent Customer's providers that work fewer than twenty one (21) hours per week.

(b) Within thirty (30) days of SRS's request Customer shall complete an annual license report based upon the provider licenses set forth in the Customer Order. The report shall state the then current number of providers for each category. An authorized officer of Customer shall sign all such license reports. Failure to complete and return a license report within the time period specified will be considered a material breach of this Agreement.

(c) SRS shall be permitted to perform quarterly audits of Customer's use of CareTracker PM and associated provider licenses (including without limitation, physicians, part time physicians, extenders, part time extenders, and therapists). Such audits may be performed remotely by reviewing the provider or other tables or reports in CareTracker PM, or if reasonably necessary, at Customer's site during normal business hours. The results of any audit shall be final. If the actual number of providers using CareTracker PM, as set forth in a license report or as verified under any audit or other means, exceeds the number of provider licenses for which Customer is licensed, then Customer shall pay SRS the required fees for the additional licenses calculated at SRS's then standard rates within thirty (30) days of SRS's demand.

5. WARRANTY AND EXCLUSIONS

SRS warrants that it has sufficient rights to grant to Customer the license to CareTracker PM and to deliver and install CareTracker PM under the terms of the License Agreement and that CareTracker PM, as installed by the SRS, will be

the latest release of CareTracker PM then available.

SRS assigns to Customer CareTracker's sole warranties that CareTracker PM software will perform substantially in accordance with the end user documentation for it and that it will not infringe any copyright, patent, trade secret or trademark rights of third parties. SRS is not otherwise responsible for any failure of CareTracker PM software.

EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE, ALL PRODUCTS, SERVICES, CONTENT AND OTHER MATERIALS TO BE PROVIDED HEREUNDER ARE PROVIDED "AS IS". SRS, CARETRACKER AND AMA DISCLAIM ALL OTHER WARRANTIES HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF CONTINUOUS, UNINTERRUPTED, ERROR-FREE OPERATION OF ANY OF THE FOREGOING. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, nonuse or interpretation of information contained in this product.