

Health Logix, LLC
SOFTWARE LICENSE, SERVICES and SUPPORT AGREEMENT

This agreement, including any schedules attached hereto ("Agreement") made on date indicated on the Term and Signature Page ("Effective Date") by and between Health Logix, LLC a Georgia limited liability company ("Health Logix"), located at 2200 Century Parkway NE, Suite 600, Atlanta, GA 30345 and the Customer identified on the Term and Signature Page ("Customer").

- A. Health Logix owns, or possesses a license to use, sell, distribute and sublicense, (i) certain computer software programs more particularly described herein (the "Software"), together with any updates or additions to the Software, and printed user information accompanying the Software, collectively known as the "System". The functions of the Software are described herein.
- B. Customer desires to obtain a license to use the Software.
- C. This Agreement sets forth the terms and conditions upon which Health Logix will license the Software to Customer.

Terms and Conditions:

1. SOFTWARE LICENSE

- 1.1. Grant of License. Subject to compliance by Customer with the terms and conditions of this Agreement, Health Logix grants to Customer a nontransferable, non-assignable, non-sublicensable, nonexclusive license (the "License") to use the Software for procedure volumes as indicated in Schedule A. Such License is for Customer's use hosted only from Health Logix's cloud based server. The Software is accessed through a web browser ("Web Portal Component"), which will allow Customer to use and access the Software remotely via the Internet, as set forth in this Section 1.1. Customer may install a Web Portal Component to use and access the Software on an unlimited number of Customer's computers, including laptop computers and off-site computers, for use only by Customer employees, volunteers, and independent contractors (referred to herein collectively as the "Customer Personnel") in the ordinary course of Customer's medical practice or hospital operations.
- 1.2. Use of the Software. Customer shall not (i) use the Software other than for Customer's own medical practice or hospital operations; or (ii) except with Health Logix advance approval in writing, process, or permit to be processed through or on the Software, the data of any person other than Customer's patients. Additionally, Customer shall not copy, create derivative works, reverse engineer, de-compile, disassemble, transmit or otherwise utilize the Software or database design in any way not delineated in this Agreement, nor shall Customer display the Software or database design to third parties except Customer Personnel without the prior express written permission of Health Logix.
- 1.3. Ownership. Subject to the License, all title, ownership and intellectual property rights in the Software, including without limitation, trade secrets and copyrights, shall remain in Health Logix and/or its third party suppliers at all times. Customer

acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with such rights of Health Logix with respect to the Software and further acknowledges that the Software is protected by United States copyright law and trade secret law and international treaty provisions, regardless of whether any notice of Health Logix copyright interests are contained or displayed therein. Customer may not remove, destroy or obscure the copyright, proprietary, confidential or trade secret notices contained in the Software or any copies thereof.

1.4. Modifications; Enhancements. Health Logix reserves the right, in the best interest of improving the Software, at Health Logix sole discretion, to make changes to the Software. During the Term of this Agreement and provided that Customer has not breached this Agreement in any way, Health Logix shall make available to Customer periodic “updates” to the current versions of the Software at no additional charge to Customer. An “Update” means a modification, correction, or enhancement to the Software only that is generally provided to all Customers of the Health Logix Software as part of the Health Logix standard software support. The content of all such “updates”, as well as their frequency of release, are solely determined by Health Logix. Customer may continue to use a previous version of the Software rather than accepting an “update”, but in doing so Customer may forgo the ability to access future upgrades. Customer shall not in any way modify the Software except as may specifically be permitted in this Agreement. All such updates will be subject to the terms and conditions of this Agreement. Updates may require additional hardware and/or software to be purchased or licensed at Customer’s expense. At Health Logix sole discretion, Health Logix may also offer to Customer from time to time, “new modules or products”, separate from routine updates, at an additional charge or fee. All improvements, updates, modifications or enhancements, whether made, created or developed by Health Logix or Customer, relating to the Software, and, whether or not conceived or made under this Agreement, are and shall remain the property of Health Logix. Customer shall not in any way modify the Software except as may specifically be permitted in this Agreement.

1.5. Third-Party Licenses. Customer acknowledges that use of the Software may require Customer to use certain third party software. Software support service will include licensing and support for any Third Party Software required by Health Logix.

2. INSTALLATION

2.1. Any interfaces to the Software shall be delivered as specified, unless hampered by outside influences beyond Health Logix control. Unless otherwise noted, Customer shall be responsible for the acquisition, operation and maintenance of all hardware used to access, use, and run the Software. Customer shall be responsible for ensuring the appropriate network connectivity. For the purposes of this Agreement, the “Installation Date” shall mean the date that the Software is initially made available to the customer.

3. FEES AND PAYMENTS

3.1. PAYMENT. With regard to the Software license and certain services, Fees

related to the License, upgrades, training, and technical support, as set forth below, will be payable as collected by Health Logix. All payments are non-refundable, due in U.S. dollars and must be paid within thirty (30) days of receipt of the invoice.

- 3.2. MINIMUMS. Unless specifically described in the Customer's executed Term and Signature Page, minimum monthly committed volume will be calculated as follows: Previous 12 months total volume divided by 12 and multiplied by 80%.

4. TECHNICAL ASSISTANCE AND SUPPORT

- 4.1. Support Services. Health Logix shall provide Customer with remote support services (the "Support Services") via email at support@Health-Logix.com, as provided in Health Logix support policy as set forth in Section 16.0, provided that Customer maintains the Connection. Health Logix reserves the right to change the Support Services telephone number or e-mail address after providing notice to Customer of any such change. Customer shall route all telephone calls, emails and other communications requesting support services from Health Logix through not more than two (2) individual technical contact persons located at such Customer site as set forth on Section 16.0.

5. CONFIDENTIALITY.

5.1. Nondisclosure.

5.1.1. Except as expressly provided in this Agreement, neither Health Logix nor Customer, without the prior written consent of the other, shall disclose to any third party (i) any information regarding the terms of this Agreement or exchanged in connection with the negotiation of this Agreement or regarding the transactions contemplated hereby, or (ii) any information regarding the actual or anticipated business or technology of the other party, in either case to the extent disclosed by the other party in connection with the transactions contemplated hereby or the performance by the other party of such party's obligations hereunder, including, without limitation, information regarding or which includes customers, patients, business practices, business prospects, financial condition, pricing policies, processes, technical data or specifications, source code (including all software design, architecture and processes), information obtained by disassembling, decompiling or reverse engineering the Software, or any other proprietary information (collectively, the "Proprietary Information").

5.1.2. Notwithstanding the foregoing, each party may (i) disclose the Proprietary Information of the other party to such party's employees, directors, advisors, consultants, and representatives with a "need to know" and who agree to be subject to the confidentiality restrictions of this Section 5, (ii) disclose all or such portion of the Proprietary Information of the other party as such party shall be ordered to disclose to a judicial or administrative agency of competent jurisdiction or as otherwise required by law, provided that such party shall give the original disclosing party reasonable notice of such law or order and a timely opportunity to attempt to preclude or limit such production, (iii) disclose the terms of this Agreement to the extent necessary to comply with any applicable securities laws, and (iv) disclose the existence, general terms and the length of term of this

Agreement to such party's current and prospective business partners and investors.

5.1.3. The obligations in this Section 5 shall not apply to any information disclosed by either party to the other party hereunder to the extent that, and after such time as, such information (i) becomes publicly available other than by a breach of this Agreement, (ii) can be demonstrated to have been rightfully received by the non disclosing party from a third party who is not under an obligation of confidentiality with respect thereto, (iii) can be demonstrated to have been independently developed by the non-disclosing party without access to or use of any of the Proprietary Information of the other party, or (iv) is known to the non-disclosing party at the time of disclosure, provided that the non-disclosing party shall have promptly delivered to the other party written notice of such prior knowledge.

5.1.4. Each party agrees (except to the extent that such party has rights to such Proprietary Information in accordance with this Agreement) to (i) cease using the Proprietary Information of the other party upon the expiration or termination of this Agreement and (ii) promptly return to the other party all materials embodying the Proprietary Information of the other party upon the expiration or termination of this Agreement and, at any time prior thereto, promptly upon written request of the other party (except to the extent the non-disclosing party has rights to such Proprietary Information in accordance with this Agreement). Following the expiration or termination of this Agreement pursuant to Section 7 below, neither party shall retain any copy, in any form whatsoever, of the other party's Proprietary Information, including the Software.

- 5.2. Users. Customer shall use its best efforts to cause Customer Personnel and all other persons who are entitled to use or access the Software under Sections 1.1 and 1.2 to respect the obligations of Customer under this Section 5, and acknowledges that Customer shall be liable for any breach of Customer's obligations hereunder which is caused by Customer Personnel or any Authorized Third Party. Customer shall also use commercially reasonable efforts to require its Customer Personnel to respect the obligations of Customer under this Agreement and to comply with the terms of the License under this Agreement.
- 5.3. Privacy of Protected Health Information. Health Logix and Customer recognize and acknowledge that in order to conduct their mutual business, Customer may need to disclose to Health Logix protected health information ("PHI") for individual patients. PHI refers to any information, whether oral or recorded in any form, that is created or received by Customer and/or Health Logix, and which relates to the past, present or future physical or mental health or condition, treatment or payment of health care to an individual. It is understood and agreed by the parties that PHI is covered by various state and federal regulations, including the Health Insurance Portability and Accountability Act of 1996, 104 P.L. 191 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rules"). In connection with Health Logix use and disclosure of PHI, Health Logix agrees that it will:

5.3.1. Not use or further disclose PHI other than for the purpose for which it was provided or as permitted or required by law or by this Agreement;

5.3.2. Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided in this Agreement without limiting the foregoing, Health Logix will (i) implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of "Electronic Protected Health Information" (as defined in 45 CFR 160.103) that Health Logix creates, receives, maintains, or transmits on behalf of Customer as required by Subpart C of 45 CFR 164; (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information and (iii) report to Customer any security incident of which Health Logix becomes aware as required by the Privacy Rules;

5.3.3. Report to Customer any use or disclosure of PHI that is not authorized by this Agreement, of which Health Logix becomes aware, as required by applicable law;

5.3.4. Ensure that any agents, including a subcontractor, to whom Health Logix provides PHI received from, or created or received by Health Logix on behalf of Customer, agrees to the same restrictions and conditions that apply to Health Logix pursuant to this Agreement with respect to such information;

5.3.5. Make available PHI in accordance with applicable law;

5.3.6. Make available PHI for amendment and incorporate any amendments to PHI in accordance with applicable law;

5.3.7. Make available the information required to provide an accounting of disclosures in accordance with applicable law;

5.3.8. Make available to the Secretary of Health and Human Services Health Logix internal practices, books, and records relating to the use and disclosure of PHI received from Customer for purposes of determining Customer's compliance with subpart A of Part 160 of Title 45 of the Code of Federal Regulations; and

5.3.9. Upon termination of this Agreement, return or destroy all PHI received from Customer, or created or received by Health Logix on behalf of Customer, that Health Logix still maintains and retain no copies of such information; provided, however, that if such return or destruction is not feasible, Health Logix will extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5.4. Scope of Use and Disclosure by Health Logix of PHI.

5.4.1. Health Logix shall be permitted to use and disclose PHI that is disclosed to it by Customer as necessary to perform Health Logix obligations under this Agreement.

5.4.2. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Health Logix may:

5.4.2.1. use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Health

Logix;

- 5.4.2.2. disclose the PHI in its possession to a third party for the purpose of Health Logix proper management and administration or to fulfill any legal responsibilities of Health Logix; provided, however, that the disclosures are required by law or Health Logix has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify Health Logix of any instances of which it becomes aware in which the confidentiality of the information has been breached; (iii) aggregate the PHI with that of other Covered Entities (as defined in the Privacy Rules) for the purpose of providing Customer with data analyses relating to the health care operations of Customer. Health Logix may not disclose the aggregated PHI of Customer to another Covered Entity without the written authorization of Customer; and (iv) de-identify any and all PHI created or received by Health Logix under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

5.5. Obligations of Customer. Customer agrees that:

5.5.1. Customer has included, and will include, in the Customer's Notice of Privacy Practices required by the Privacy Rule that the Customer may disclose PHI for health care operations purposes.

5.5.2. Customer has obtained, and will obtain, from individuals consents, authorizations and other permissions necessary or required by law applicable to Customer for Health Logix and Customer to fulfill their obligations under this Agreement.

5.5.3. Customer shall promptly notify Health Logix in writing of any restrictions on the use and disclosure of PHI about individuals that Customer has agreed to that may affect Health Logix ability to perform its obligations under this Agreement.

5.5.4. Customer shall promptly notify Health Logix in writing of any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes or revocation may affect Health Logix ability to perform its obligations under this Agreement.

6. INDEMNIFICATION.

- 6.1. Indemnification by Customer. Except with respect to claims covered by the Infringement Indemnity (as defined in Section 9.2), Customer agrees to indemnify and hold Health Logix harmless from any claims, suits, proceedings, losses, liabilities, damages, costs and expenses of any kind, incurred by, or asserted against, Health Logix, its agents, employees, successors and assigns, arising from or relating to (a) Customer's possession and use of the System and performance of services, (b) any breach of this Agreement by Customer (including, without limitation, any representation, warranty, or covenant of Customer hereunder), and/or (c) negligence, misrepresentation, or error or

omission on the part of Customer or any employee, agent or representative of Customer. Without limiting the generality of the foregoing, Customer shall be solely responsible for, and shall indemnify and hold Health Logix harmless from, any claims based upon warranties, guarantees or representations made by Customer or Customer's employees or agents regarding Health Logix or the System which differ from or are inconsistent with those made by Health Logix hereunder. Health Logix shall have the right to participate, at its expense, in the defense of any claim covered under this Section with counsel of its own choosing.

- 6.2. Indemnification with Respect to Medical Treatment/Diagnosis. Anything in this agreement to the contrary notwithstanding, Customer acknowledges and agrees that Health Logix is not engaged in the practice of medicine, and is not determining appropriate medical use of the Software and other Health Logix products and services that are, or may be, offered pursuant to this Agreement; all patient care decisions, including those arising from the analysis of images, are the responsibility of Customer. Customer shall defend, indemnify and hold forever harmless, Health Logix and its officers, agents, employees and third-party suppliers from and against all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorney fees, arising from any claim of malpractice, misdiagnosis, or any other medical treatment matter in connection with the use by Customer, Customer Personnel, or Authorized Third Parties, of the Software, and/or other Health Logix products and services supplied to Customer under this License Agreement.

7. TERM/TERMINATION.

- 7.1. Term. The term (the "Term") of this Agreement shall commence as of the Effective Date and shall continue until the "Expiration Date," as such term is defined in The Term and Signature Page, unless this Agreement is terminated prior to the Expiration Date as provided herein. The Term shall be automatically extended for successive periods of one (1) year at Health Logix current license fees, unless either party hereto shall notify the other party that the Term shall not be automatically extended within thirty (30) days prior to the end of the applicable Term.
- 7.2. Termination by Health Logix. If Customer fails to comply with any of its obligations under this Agreement, Health Logix may terminate this Agreement and suspend or discontinue providing the Software and Support Services to Customer upon ten (10) days written notice. Upon termination, Customer shall immediately cease any use of the Software, and Customer shall promptly return to Health Logix
- 7.3. Termination by Customer. If Health Logix breaches any material term of this Agreement, Customer may provide Health Logix with written notice of the existence of an alleged material breach and afford Health Logix an opportunity to cure such breach within thirty (30) days following the date of such notice. If Health Logix fails to cure the breach within the aforementioned thirty-day period, Customer may terminate this Agreement upon providing written notice of termination to Health Logix. Customer shall immediately cease any use of the

Software, Health Logix without any offset) shall pay Customer all current fees due as of the date of termination. If there are substantial changes in future publications of this agreement, you will be notified, and if, as a result you no longer wish to continue your agreement with Health Logix, you may terminate it with thirty (30) days notice.

8. LIMITED WARRANTY.

8.1. Scope of Warranty. Health Logix warrants to Customer that the Software, under normal use, will perform substantially in accordance with the specifications set forth in this Agreement. Should the Software not so perform during the applicable warranty period, Customer's exclusive remedy and Health Logix sole obligation under this warranty shall be that Health Logix shall use commercially reasonable efforts to correct the defect and if failing to do so, Customer may terminate this Agreement and if during the first 365 days following the "acceptance date", shall be entitled to reimbursement of any and all amounts paid by Customer to Health Logix hereunder. Any use by Customer of the Software is at Customer's own risk. Notwithstanding the foregoing, this limited warranty does not apply (a) insofar as any Software is subjected to modification, misuse, neglect by Customer or its agents, accident or exposure to environmental conditions by Customer or its agents beyond those specified by Health Logix in such accompanying documentation; or (b) to claims resulting from acts or omissions caused by persons other than Health Logix or from products, material or software not provided by Health Logix.

8.2. Disclaimer of Any Other Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.1 AND SECTION 9.2 HEREOF, THE SYSTEM WILL BE PROVIDED BY HEALTH LOGIX ON AN "AS IS", "AS AVAILABLE" BASIS AND HEALTH LOGIX DOES NOT WARRANT THAT ACCESS TO OR OPERATION THEREOF WILL BE ERROR-FREE. HEALTH LOGIX AND EACH OF ITS THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SYSTEM, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1 IS THE ONLY WARRANTY GIVEN BY HEALTH LOGIX WITH RESPECT TO THE SYSTEM. HEALTH LOGIX MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OF ANY CAPTURED STUDY. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DIAGNOSES, PROGNOSSES OR OTHER MEDICAL ADVICE RENDERED IN RELIANCE ON ANY "PROCEDURE" OR ANY COMPONENT OF THE SYSTEM.

9. LIMITATION OF LIABILITY

9.1. Limited Liability. IN NO EVENT SHALL HEALTH LOGIX OR ITS SUPPLIERS BE LIABLE FOR ANY COSTS OF SUBSTITUTE PRODUCTS, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE LICENSE OF, USE OF,

OR INABILITY TO USE THE SYSTEM, EVEN IF HEALTH LOGIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT. EXCEPT WITH RESPECT TO CLAIMS COVERED BY THE INFRINGEMENT INDEMNITY, CLAIMS MADE PURSUANT TO THE WARRANTY PROVISIONS OF SECTION 8.1, AND CLAIMS OCCASIONED BY THE GROSS NEGLIGENCE OF HEALTH LOGIX, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS, HEALTH LOGIX CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE LICENSE OF HEALTH LOGIX SOFTWARE. THE PROVISION OF SERVICES, AND THE USE OR PERFORMANCE OF SUCH SYSTEM OR SERVICES, SHALL NOT EXCEED IN THE AGGREGATE THE SUBSCRIPTION FEES PAID BY CUSTOMER DURING THE PRECEDING 6 MONTHS, PROVIDED THAT IN THE EVENT ANY SUCH CLAIM ARISES FROM HEALTH LOGIX BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8.1, HEALTH LOGIX SHALL ONLY BE OBLIGATED TO CORRECT THE DEFECT. THE LIMITATION IN THE PRECEDING SENTENCE SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

- 9.2. Infringement Claims. Health Logix warrants and represents that it owns, or possesses a license to use, sell, distribute and sublicense the Software and agrees to indemnify and hold Customer harmless from and against any and all loss, damage, claim and expense arising in connection with any claim of infringement relating to the Software made against Customer by any third party (the "Infringement Indemnity"), provided Customer provides Health Logix with immediate written notice of such claim and the exclusive right to control such defense. Customer shall have the right to participate, at its expense, in the defense of any claim made under the Infringement Indemnity with counsel of its own choosing. In no event shall Customer settle any such claim, lawsuit or proceeding without Health Logix prior written consent. Without limiting in any way the foregoing provisions in this Section 9, if the Software becomes, or in the opinion of Health Logix is likely to become, the subject of a claim of copyright, patent or other intellectual property infringement, Health Logix shall have the right, in the sole discretion and at the option and expense of Health Logix, (i) to procure for Customer the right to continue using the Software, (ii) to replace or modify it with a non-infringing version of substantially equivalent function and performance, or (iii) reasonably failing the above, to refund to Customer the Subscription Fees which Customer paid during the six (6) month period preceding any such claim of infringement (in which case this License shall terminate) and Health Logix shall have no further liability to any person in respect

of such claim. Customer shall promptly notify Health Logix of any potential intellectual property infringement.

10. NOTICES

10.1. All notices and other communications hereunder by Health Logix and Customer shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails. Notice sent by U.S. mail shall be sent to the address for each party set forth below following such party's signature.

11. COMPLIANCE WITH LAW.

11.1. Customer and Health Logix shall handle, maintain, and use the System, including the Software and all Captured Studies in compliance with all applicable federal, state, foreign and international laws and regulations, including (a) the applicable requirements of HIPAA, and (b) the protocols, rules, policies and other requirements of accrediting agencies, licensors and authorities that are applicable to the operation of Customer's organization and business.

12. TAXES.

12.1. Customer shall pay all sales, use, transfer or other taxes, license and registration fees, assessments, fines, penalties and similar charges, whether foreign, national, state, or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, including any such taxes, license and registration fees, assessments, fines, penalties and similar charges arising from or related to the ownership, possession or use of the Software during the Term of this Agreement or Customer's payment of the Installation Fee and Subscription Fees as provided in Section 3 and the fees for the Support Services as provided in Section 4.

13. EXPORT RESTRICTIONS.

13.1. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT FROM THE UNITED STATES OF AMERICA OF THE SYSTEM OR INFORMATION ABOUT SUCH SYSTEM WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. CUSTOMER SHALL NOT EXPORT OR OTHERWISE PROVIDE THE SYSTEM DOCUMENTATION, OR INFORMATION ABOUT THE SYSTEM TO ANYONE NOT A CITIZEN OR LEGAL RESIDENT OF THE UNITED STATES WITHOUT THE CONSENT OF Health Logix AND COMPLIANCE WITH SUCH LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS.

14. RELATIONSHIP OF THE PARTIES.

14.1. It is understood that no agency, partnership, franchise, or joint venture relationship is created by this Agreement. Neither party shall have the right to act for the other in any manner or degree or to incur obligations or debts that will be binding on the other. Neither party will be responsible for any obligations or debts of the other. The only relationship between Health Logix and Customer is and shall be that of licensor/lessor--licensee/lessee (except as otherwise provided herein) in accordance with the terms and conditions set forth in this Agreement. Customer grants to Health Logix the right to include Customer's name on lists of selected customers which Health Logix may publish for marketing and other

purposes from time to time.

15. GENERAL PROVISIONS.

- 15.1. Entire Agreement; Amendment. This Agreement, together with the schedules attached hereto, constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and cancels, terminates and supersedes all prior and contemporaneous written and oral understandings, agreements, proposals, promises, and representations of the parties with respect to any and all subject matter contained herein, including the terms of any prior or contemporaneous purchase orders relating hereto. This Agreement may not be modified, altered or amended except by a written instrument duly executed by both parties.
- 15.2. Excused Performance. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including but not limited to any act of God, the elements, earthquake, flood, fire, epidemic, riot, failure or delay in transportation or communication, strike, lockout, or any other act whether or not similar to the foregoing; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.
- 15.3. Assignment. Health Logix may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part. Upon any such assignment by Health Logix, the term "Health Logix" shall mean such third party assignee, and Health Logix shall be released from its obligations hereunder to the extent such obligations are assigned to the third party assignee. Health Logix shall have the right to assign this Agreement as collateral for any financing and Customer shall upon written request provide such subordination and estoppel certificates as Health Logix may reasonably request, in form and substance reasonably acceptable to Customer. Customer may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, whether voluntarily, by law, merger or otherwise only with the prior written consent of Health Logix, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns to the extent permitted by the foregoing.
- 15.4. Waiver. No right granted hereunder and no breach of any provision hereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have so waived. Any waiver of any right granted hereunder or of any breach of any provision hereof shall not constitute a waiver of any further or subsequent right or breach.
- 15.5. Miscellaneous. The parties acknowledge and represent that the individuals signing this Agreement below are fully authorized to do so on their behalf. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The headings used in this Agreement are for convenience only and shall in no way affect the scope or construction of any provision hereof. Wherever the term "including" shall appear herein, it shall be deemed to mean "including without limitation." Each of Health Logix third party suppliers shall have

the right to assert and enforce the provisions of this Agreement directly on its own behalf as a third party beneficiary, provided that same are subject to the warranties and representations of Health Logix herein set forth.

- 15.6. Severability. If any provision of this Agreement is for any reasons held to be invalid, the remainder of the Agreement shall continue to be effective.
- 15.7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 15.8. Marketing and Public Relations. Health Logix may, with the prior notification to Customer, market the existence of the Customer relationship as set forth below:
 - 15.8.1. Listing the Customer as a client on the Health Logix web site, in press releases, and in other marketing materials.
 - 15.8.2. Using Customer's logo in marketing materials
 - 15.8.3. Health Logix agrees that no marketing material will include any information or material that could reasonably be construed to be Confidential Information as defined in Section 5 (Confidentiality).
- 16. Support Policy.
 - 16.1. Prior to calling upon Health Logix for Software support and maintenance, Customer's Contact Representatives will:
 - 16.1.1. verify that there is a software issue and NOT an issue related to hardware network, or other 3rd party software (*Customer recognizes that Health Logix utilizes additional third party software. Health Logix is not responsible for the technical support of these additional software products except inasmuch as they relate specifically to the use of the Software, provided that in this case, Customer has not reconfigured or changed these third-party software products, other than as specifically instructed by Health Logix.);
 - 16.1.2. attempt to resolve the issue per the user manual, e-users' forum, quick guides, or other training resources provided by Health Logix; and
 - 16.1.3. failing in the above, ensure that the Internet connection is up and running, live and operational to the affected server. This connection must be in place to allow Health Logix to provide technical support.
 - 16.2. Response times for the different priorities are as follows:
 - 16.2.1. The Health Logix software is down and a workaround is not available: Response within one (1) hour
 - 16.2.2. The Health Logix interface to an ancillary system is down: Response within six (6) hours
 - 16.2.3. Periodic failure related to the Health Logix software without major impact.: Response by the end of the next business day (Mon – Fri, 5 pm EST)
 - 16.2.4. Documentation issues or other minimal problems where function is not critical: Response by the end of the next business day (Mon – Fri, 5 pm EST)
 - 16.3. A response is the initial contact with the Customer to determine the nature of the problem and to begin research for determining a resolution. Health Logix will use

commercially reasonable efforts to respond during evenings (after 5 pm EST), weekends and holidays within the response times shown above. Specifically exempted from these response times noted above are issues NOT related to the Health Logix Software OR support calls that failed to reach Health Logix staff due to telephony or other technical communications issues at Customer or Health Logix site. *Support emails and/or calls should come only from the Customer's designated System Administrators or Management Personnel.* Health Logix may periodically request confirmation of such personnel.

17. Onboarding and Training Services. Health Logix will provide Customer with remote man hours of consulting and training services as part of the onboarding. Costs associated with these services are outlined on the Term and Signature Page. This document is provided only for reference, and is not binding upon Health Logix.

This Agreement serves as the supporting documentation related to the executed Signature and Term Page. it is subject to change and you will be notified of any and all changes to this document. If any of the future changes alter your interest in continuing your relationship with Health Logix you will be given the opportunity to terminate according to your rights in section 7.3.