

END USER LICENSE AGREEMENT

NOTICE: BEFORE PROCEEDING, PLEASE READ THE FOLLOWING LEGAL AGREEMENT WHICH CONTAINS RIGHTS AND RESTRICTIONS ASSOCIATED WITH YOUR USE OF THE eMDs SOFTWARE AND ANY DOCUMENTATION PROVIDED TO YOU BY eMDs OR ITS AFFILIATES. THIS END USER LICENSE AGREEMENT CONTAINS A CLASS ACTION WAIVER AND LIMITATION ON LIABILITY. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE eMDs SOFTWARE IN ANY MANNER WHATSOEVER.

This End-User License Agreement ("EULA") is a binding legal agreement between you ("You") and eMDs, Inc., on behalf of itself and the eMDs Affiliates ("eMDs") for the Software. You are entering into this EULA as an individual on your own behalf or on behalf of an entity that has purchased the Software (the "Customer"). If You are entering into this Agreement on behalf of Customer, You represent and warrant that You have the authority to bind Customer to the terms set forth herein and all terms that apply to You shall also apply to Customer whether or not Customer is specifically referenced. If You are entering into this EULA on your own behalf, You acknowledge that You are a Permitted User who has obtained rights to access and use the Software by virtue of your employment or engagement by the Customer that has purchased the Software. By installing, copying, accessing or otherwise using the Software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, You may not install, access or use the Software.

AS FURTHER DESCRIBED BELOW, USE OF THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION, FROM TIME TO TIME, OF CERTAIN COMPUTER AND SOFTWARE USAGE INFORMATION TO EMDS.

If You (i) did not obtain the Software directly from eMDs, its predecessors, or an authorized eMDs reseller, or (ii) have not paid either eMDs or an authorized eMDs reseller all amounts due for the Software, then You are not authorized to install, access or use this Software. The term of this EULA ("Term") commences on the earliest of the date that You first install, access or use the Software and continues until terminated as set forth herein.

By installing, accessing or using the Software, You certify that You are authorized to do so and that You are following this End User License Agreement, as amended from time to time.

1. DEFINITIONS

a. "Authorized Reseller" means an entity that has entered into a Reseller Agreement with eMDs that authorizes the entity to market and resell the Software.

b. "Clinical Content" means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided for use with the Software, together with any related Documentation. Clinical Content may be either (1) owned by eMDs or (2) owned by a third party and sublicensed to You under this EULA.

c. "Concurrent User" means the maximum number of Permitted Users who may access the Software simultaneously.

d. "Confidential Information" means any information or material, other than Trade Secrets, that is disclosed by eMDs to You. Confidential Information shall not include information that You can show is: (1) known by You at the time of receipt from eMDs and not subject to any other nondisclosure agreement between the parties; (2) now, or which hereafter becomes, generally known to the public through no fault of You; (3) otherwise lawfully and independently developed by You without reference to Confidential Information; or (4) lawfully acquired by You from a third party without any obligation of confidentiality.

e. "Customer Content" means the clinical, financial, administrative, and demographic patient information that Customer or its Permitted Users access, store or manage using the Software.

f. "Data Center" means a single facility used to house computer systems and associated components, and generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and various security devices, and is located in the United States only and operated by or on behalf of Customer.

g. "Documentation" means printed or electronic information relating to the Software and generally made available to eMDs' customers, which may be revised from time to time by eMDs posting information regarding an updated version of the Documentation on eMDs' website or such other location or in such other manner as may be designated by eMDs from time to time.

h. "eMDs Affiliates" means eMDs, Inc. and any U.S. or international entities that, now or in the future, are controlled by, or are under common control with, eMDs.

i. "Facility" means one discrete location, in the United States only, where healthcare services are administered by a Provider or Providers or operated by Customer as applicable.

j. "Full Access" shall mean that all available functionality of the Software is enabled for use by Customer.

k. "Limited Access" shall mean that all available functionality of the Software is disabled and cannot be used by Customer except for those functions that provide Customer with read-only access to, and the ability to extract existing, Customer Content.

l. "Permitted User" means a person who accesses, uses, manipulates and/or makes use of an output from the Software, CPT Codes or descriptions, or any other third party content and is (i) an employee of Customer or (ii) an individual who is under Customer's supervision and control, who Customer has provided with access to the Software.

m. "Provider" means specially trained and licensed personnel (e.g., medical doctor, doctor of osteopathy, physician assistant, physical therapist, dietician, and advanced registered nurse practitioner) directly billing for patient care services either (i) under his or her name, (ii) the name of the practice, or (iii) under the name of a supervisory Provider. "Full-time Providers" are Providers working 20 hours a week or greater. "Part-time Providers" are Providers working less than 20 hours a week or a doctor in residency training.

n. "Perpetual Software" means (i) programs and other operating information by a computer in object code form only that accompanies this EULA, (ii) related Documentation, and (iii) Clinical Content.

o. "Service Order" means an invoice, order, quote, statement of work or any other document in which Customer places an order for Software.

p. "Subscription Software" means (i) web-based software services purchased by Customer, the use of which is subject to this EULA, (ii) related Documentation, and (iii) Clinical Content.

q. "Term" has the meaning set forth in the fifth paragraph of the Introductory Section.

r. "Trade Secret" means any Confidential Information of eMDs or that eMDs has acquired from a third party which is not commonly known by or available to the public, which (1) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. LICENSE GRANT.

2.1. Perpetual Software. Subject to the terms of this EULA, eMDs hereby grants to Customer a limited, perpetual (subject to the termination rights set forth herein), non-exclusive, non-transferable, non-sublicenseable license (a "Perpetual License") for Customer to use and execute the object code version of the Perpetual Software for Customer's internal business operation in accordance with this EULA, eMDs' Acceptable Use Policy (available in the eMDs Legal Documents Resource Center on eMDs Support Center) and the Documentation. The Perpetual Software may be used concurrently only by the number of Providers and total number of Concurrent Users designated in the Service Order, and, where applicable, only on the number of workstations and only by the total number of Permitted Users as may be designated in the Service Order. Customer may copy the applicable Perpetual Software only as absolutely necessary for back-up purposes, but only consistent with prevailing practices for backup of application software similar to the Perpetual Software. In no event shall the Perpetual Software, or any copy thereof, be removed from the premises and facilities under the reasonable control of Customer, except for reasonable off-site storage backup copies and third party hosting of the Perpetual Software. Customer agrees to keep an accurate accounting of all copies of the Perpetual Software made and to provide eMDs with such accounting upon request. The Perpetual License grant in this Section is expressly subject to the following conditions: (i) the Perpetual Software may be installed only on equipment at Facilities and Data Centers as specified in Sections 3.2 and 3.3, (ii) the Software may be accessed or used only by Permitted Users in the U.S., (iii) use of the Software is limited by the usage-based variable(s) as specified in Section 3.3 below, and (iv) the Software may be used to provide service bureau or other similar services, or hosted by a third party (e.g. outsourcing or facility management service provider), only if expressly permitted in a separate writing by eMDs.

2.2. Subscription Software. Subject to the terms of this EULA, eMDs hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicenseable right to access and use the Subscription Software for Customer's internal business operation in accordance with this EULA, eMDs' Acceptable Use Policy (available in the eMDs Legal Documents Resource Center on eMDs Support Center) and the Documentation (the "Subscription License"). The Subscription Software may be used concurrently only by the number of Providers and total number of Concurrent Users designated in the Service Order.

2.3. Your License. Subject to the terms of this EULA, eMDs hereby grants to You a limited, revocable, non-exclusive, non-transferable, non-sublicenseable right to use the Software for Customer's internal business operation in accordance with this EULA, eMDs' Acceptable Use Policy (available in the eMDs Legal Documents Resource Center on eMDs Support Center) and the Documentation (the "User License").

3. SOFTWARE LICENSE RESTRICTIONS.

3.1. Limitations.

3.1.1. You understand and agree that the Software is and shall at all times remain the property of eMDs or its licensors, and You shall have no rights or interests therein except for the License granted herein. eMDs and its licensors reserve all intellectual property rights not expressly granted to You. You shall not, without the prior express written consent of eMDs: 1) modify, adapt, alter, reverse engineer, decompile, reverse compile, or disassemble the Software; 2) create a derivative work or compilation of the Software including, without limitation, any product or service derived or compiled from or based on, in whole or in part, any eMDs services or products unless Customer is an Authorized Reseller and such activities are done by Customer in compliance with the Reseller Agreement between Customer and eMDs; 3) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels in or on the Software; 4) copy, distribute, market, sell, lease, sublicense or otherwise transfer the Software, or any component or portion thereof, to third parties; 5) use the Software as a source, intermediary, reply to address or destination address for any denial of service or other abusive activities; 6) overburden, disable, damage, or adversely impact the Software or any network, server, equipment or facilities on which the Software operates; 7) attempt to gain unauthorized access to any Software, other accounts, computer systems or networks connected to any eMDs server or to any of the Software, through any unauthorized means including, but not limited to, password or credential guessing, hacking, or any other inappropriate method; 8) extract or modify information in the Software using any tools not provided by eMDs including, but not limited to, those that enable scraping; 9) use the Software in a way that violates the rights of a third party including, but not limited to, intellectual property rights; or 10) use the Software in any way that violates applicable law.

3.1.2. Any and all modifications of and software derivative to the Software, and any libraries, interfacing software, templates, data or other materials intended to be utilized with the Software must be developed or provided by eMDs or its Authorized Resellers and not by You. Any such modifications, derivatives, interfacing software, templates, data or other materials intended to be utilized with the Software shall be and shall remain the property of eMDs, and You shall have no rights or interests therein regardless of whether or not You or Customer suggested or pays for such development. This Section 3.1.2 shall not apply to Customer if Customer is an Authorized Reseller and any of the foregoing activities are undertaken in compliance with the Reseller Agreement between Customer and eMDs.

3.2. The Perpetual Software will be installed only at Facilities and Data Centers as set forth in Section 3.3, except that the Perpetual Software may be installed on a temporary basis at an alternate location in the U.S. if Customer is unable to use the Perpetual Software at such Facility or Data Center due to equipment malfunction or force majeure event. Customer will promptly notify eMDs of the alternate location if such temporary use continues for longer than 30 days.

3.3. The following additional restrictions apply to the Software as set forth below and as applicable:

3.3.1. Lytec SU (single user): Single machine; unlimited Permitted Users; no Concurrent Users; no remote access.

3.3.2. Lytec MU (multiple user): Up to three (3) Concurrent Users; installation on a networked system (i.e., no limits on number of machines) present at one or more Facilities or Data Centers, all directly controlled by Customer.

3.3.3. Lytec Professional: Up to five (5) Concurrent Users; installation on a networked system (i.e., no limits on number of machines) present at one or more Facilities or Data Centers, all directly controlled by Customer.

3.3.4. Lytec Client Server: Available to the number of Concurrent Users purchased from eMDs or the eMDs Authorized Reseller; installation on a networked system (i.e., no limits on number of machines) present at one or more Facilities or Data Centers, all directly controlled by Customer.

3.3.5. Lytec MD: Available to the number of Providers and Concurrent Users purchased from eMDs or the eMDs Authorized Reseller; one Provider license includes five (5) Concurrent Users; additional Providers or Concurrent Users must be licensed through the purchase of additional licenses.

3.3.6. Medisoft Basic or Medisoft Original: Single machine; unlimited Permitted Users; no Concurrent Users; no remote access.

3.3.7. Medisoft Advanced: Single machine; unlimited Permitted Users; no Concurrent Users; no remote access.

3.3.8. Medisoft Network Professional: Available to the number of Concurrent Users purchased from eMDs or the eMDs Authorized Reseller; installation on a networked system (i.e., no limits on number of machines) present at one or more Facilities or Data Centers, all directly controlled by Customer.

3.3.9. Medisoft Clinical: Available to the number of Providers and Concurrent Users purchased from eMDs or the eMDs Authorized Reseller; one Provider license includes five (5) Concurrent Users; additional Providers or Concurrent Users must be licensed through the purchase of additional licenses.

3.3.10. Practice Partner: Available to the number of Providers purchased from eMDs or the eMDs Authorized Reseller; add-on licenses for some Permitted Users may be licensed on Concurrent User basis if the original license was Concurrent User based (please check with Your eMDs Authorized Reseller); installation on a networked system (i.e., no limits on number of machines) present at one or more Facilities or Data Centers, all directly controlled by Customer.

3.3.11. Practice Choice: Available to the number of Providers and Concurrent Users purchased from eMDs or the eMDs Authorized Reseller; one Provider license includes five (5) Concurrent Users; additional Providers or Concurrent Users must be licensed through the purchase of additional licenses.

3.3.12. Solution Series: Available to the number of Providers and/or Permitted Users purchased from eMDs or the eMDs Authorized Reseller.

3.3.13. eMDs Plus: Available to the number of Providers and/or Permitted Users purchased from eMDs or the eMDs Authorized Reseller.

4. PERMITTED USERS. As a Permitted User, you are responsible for your acts or omissions in relation to the Software. Notwithstanding the foregoing, Customer is responsible for all activity of its Permitted Users and others accessing or using the Software through or on behalf of Customer. Customer is also responsible for (i) identifying and enrolling individuals who Customer determines should be Permitted Users; (ii) assigning appropriate roles and access rights to such Permitted Users; (iii) monitoring Permitted Users' access to and use of the Software; (iv) acting upon any suspected or unauthorized access of information through the Software; (v) ensuring each Permitted User's compliance with the EULA; and (vi) deactivating a Permitted User account whenever a Permitted User's employment, contract or affiliation with Customer is terminated or Customer otherwise desires to suspend or curtail a Permitted User's access to and use of the Software. Customer must ensure that each Permitted User is (i) an employee of Customer or (ii) an individual who is under Customer's supervision and control and, if a Permitted User is a Provider, that such Permitted User is and continues to be duly credentialed, licensed, registered, or authorized to provide health care services under all applicable laws and governmental regulations. Customer agrees to follow best practices to ensure compliance with this provision.

5. SOFTWARE USAGE INFORMATION. During registration or activation of the Software, and then on a regular basis, the Software will send to eMDs information about the Software and Your use of the Software ("Usage Information"). This Usage Information helps prevent the unlicensed or prohibited use of the Software and also assists eMDs in offering You other features and services. Usage Information transmitted shall not include any individually identifiable information or any "Protected Health Information" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. AUDIT. Upon reasonable advance notice and no more than twice per calendar year, eMDs may conduct an audit of Customer's books and records to ensure that Customer is in compliance with this EULA. Such audit will be conducted during regular business hours, and Customer will provide eMDs with reasonable access to all relevant equipment, software, books and records. Notwithstanding the foregoing, eMDs shall have the right to audit any usage-based variable(s) upon which fees for the Software are based at any time through whatever means are available to eMDs. If an audit reveals that Your use of any Software during the period being audited failed to comply with this EULA, eMDs may avail itself of all available remedies. If an audit reveals that Customer's use of any Software during the period being audited exceeds the usage-based variable(s) licensed by Customer, then eMDs may invoice Customer for any and all such previous excess use based on eMDs' prevailing rate(s) in effect at the time the audit is completed, and Customer will pay any such invoice. If such excess use exceeds five percent (5%) of the licensed use, then Customer will also pay eMDs' reasonable costs of conducting the audit.

7. THIRD PARTY SOFTWARE.

7.1. Any software that is owned by a third party and provided to You with the Software is subject to the license and terms and conditions accompanying such Third Party Software. You agree to the applicable Third Party Terms, if any, which are available through the eMDs Legal Documents Resource Center on eMDs Support Center. eMDs may substitute different software for any Third Party Software. eMDs makes no warranties of any kind with respect to Third Party Software.

7.2. Current Procedural Terminology (CPT)[®]. The Software may include the Current Procedural Terminology (CPT) code set, maintained by the American Medical Association through the CPT Editorial Panel, describing medical, surgical, and diagnostic services and designed to communicate uniform information about medical services and procedures among physicians, coders, patients, accreditation organizations, and payers for administrative, financial, and analytical purposes (the "CPT"). CPT, CPT[®] Assistant, CPT[®] Changes, CPT[®] Consumer Friendly Data, CPT[®] Knowledge Base and SNOMED CT[®] Maps are copyrighted by the AMA. You may only use the CPT code set and CPT related products consistent with the terms and conditions available through the eMDs Legal Documents Resource Center on eMDs Support Center.

7.3. Any links or references in the Software to third party sites or third party information are provided for your convenience and the inclusion or reference by eMDs to any such third party items does not imply any endorsement of such item by eMDs. SUCH LINKED OR ACCESSED THIRD PARTY ITEMS ARE NOT UNDER THE CONTROL OF EMDS AND EMDS IS NOT RESPONSIBLE FOR THE CONTENTS OR SERVICES OR RESOURCES THAT MAY BE PROVIDED THROUGH OR BY ANY SUCH THIRD PARTY OR ANY CHANGES TO SUCH THIRD PARTY ITEMS.

8. **HARDWARE AND SOFTWARE.** You are solely responsible for timely and properly providing, obtaining, managing and implementing and maintaining any and all information technology (IT) items (services and equipment) that are required for You to install, access or use the Software including, without limitation, hardware, software, and internet connectivity and ensuring that such IT items comply with the requirements set forth in the Documentation.

9. CUSTOMER CONTENT.

9.1. **Ownership of Customer Content.** By providing or inputting Customer Content into the Software via any method, You represent and warrant to eMDs that (i) You have all necessary rights to distribute or use any such Customer Content via the Software; (ii) You are solely responsible for all aspects of such Customer Content; and (iii) such Customer Content does not violate the rights of any third party. As between eMDs and Customer, Customer owns such Customer Content and eMDs has no proprietary, financial, or other interest in Customer Content. Notwithstanding the foregoing, Customer agrees that eMDs may access, view and use the Customer Content as necessary to respond to Customer's specific support requests or inquiries; for the business operations of eMDs; as may be required by applicable law, court order or governmental authority; and as otherwise permitted by Customer. Customer further agrees that eMDs may extract Customer Content from any existing database and de-identify the Customer Content in accordance with HIPAA to create a de-identified data set. Customer grants to eMDs a nonexclusive, worldwide, paid-up, royalty-free, perpetual and irrevocable right and license to create derivative works of the de-identified data set and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense the data set and such derivative works in any technology now existing or later developed. Subject to the Customer's sole continuing ownership of the Customer Content, eMDs shall own all such de-identified data sets, and all products, solutions and services that it creates using the data sets, and all of the intellectual property rights embodied in and related to the data sets and such products, solutions and services.

9.2. **Protection of Customer Content.** Customer acknowledges and agrees that Customer is solely responsible for ensuring the confidentiality, integrity and availability of its Customer Content and, except when Customer has purchased Subscription Software that explicitly includes a data backup service, conducting appropriate data backups. eMDs is not an insurer and is in no way responsible for any damages resulting from the loss, in whole or in part, of any data or other items making up Customer Content, regardless of the reason for such loss.

10. **WARRANTY.** With respect to Perpetual Software only, eMDs warrants that the computer media on which the original Perpetual Software is delivered will be free of defects in material and workmanship for a period of 30 days from the date of Customer's purchase under normal conditions of use and service. If the media becomes defective within 30 days from the date of Customer's purchase, if proof of original purchase can be verified, as Customer's sole remedy and eMDs' sole obligation, eMDs will replace the Software or at its option, eMDs may refund to Customer the original eMDs purchase price.

11. DISCLAIMER AND LIMITATION OF LIABILITY.

11.1. You acknowledge that the liability limitations and warranty disclaimers in this EULA are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. You acknowledge that the limitations of liability set forth in this EULA are integral to the amount of consideration offered and charged in connection with the Software provided by eMDs and that, were eMDs to assume any further liability other than as provided herein, such consideration would of necessity be set substantially higher.

11.2. EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; YOU AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK; AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMDS EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE. EMDS DOES NOT WARRANT THAT DEFECTS IN THE EMDS SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EMDS OR ANY EMDS REPRESENTATIVE OR RESELLER SHALL CREATE A WARRANTY. EMDS DOES NOT WARRANT THAT THE SOFTWARE WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET A PARTICULAR NEED. TO THE EXTENT THAT UPDATED VERSIONS OF THE SOFTWARE ARE DEVELOPED AND RELEASED BY EMDS, YOU ASSUME ALL RISKS ASSOCIATED WITH USING OLDER VERSIONS OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE RISK OF USING OUTDATED CLINICAL CONTENT.

11.3. CERTAIN SOFTWARE PROVIDED BY EMDS UTILIZES THE INTERNET. EMDS DOES NOT WARRANT THAT SUCH SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. EMDS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM EMDS' OR YOUR NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, EMDS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

11.4. INFORMATION PROVIDED BY THE AMERICAN MEDICAL ASSOCIATION (AMA) IS FOR MEDICAL CODING PURPOSE ONLY, AND DOES NOT CONSTITUTE CLINICAL ADVICE, DOES NOT DICTATE PAYER REIMBURSEMENT POLICY, AND DOES NOT SUBSTITUTE FOR THE PROFESSIONAL JUDGEMENT OF THE PRACTITIONER PERFORMING A PROCEDURE, WHO REMAINS RESPONSIBLE FOR CORRECT CODING. INFORMATION OBTAINED FROM CPT® KNOWLEDGE BASE DOES NOT REPLACE THE AMA'S CURRENT PROCEDURAL TERMINOLOGY AND OTHER APPROPRIATE CODING AUTHORITY. THE INFORMATION CONTAINED IN THE CPT® KNOWLEDGE BASE SHOULD ONLY BE USED AS A GUIDE FOR YOUR OWN USE AND SHOULD NOT BE DISSEMINATED IN ANY WAY. IN NO EVENT IS EMDS OR THE AMA LIABLE TO YOU FOR ANY LOSS OR DAMAGE.

11.5. IN NO EVENT SHALL EMDS OR ANY PROVIDER OF THIRD PARTY ITEMS BE LIABLE TO CUSTOMER, YOU OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF EMDS HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EMDS' OR ITS LICENSORS' TOTAL LIABILITY ARISING FROM OR RELATING TO YOUR OR CUSTOMER'S USE OF THE SOFTWARE EXCEED AN AMOUNT EQUAL TO FEES PAID BY YOU OR CUSTOMER, RESPECTIVELY, TO EMDS FOR THE SOFTWARE IN THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF EMDS HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11.6. ANY ACTION RELATING TO THIS EULA, OTHER THAN COLLECTION OF OUTSTANDING PAYMENTS, MUST BE COMMENCED WITHIN TWO YEARS AFTER THE DATE UPON WHICH THE CAUSE OF ACTION ACCRUED OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

11.7. YOU AGREE THAT ANY CLAIM YOU MAY HAVE AGAINST EMDS, INCLUDING EMDS' PAST OR PRESENT EMPLOYEES OR AGENTS, SHALL BE BROUGHT INDIVIDUALLY AND YOU SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE IN A CLASS ACTION AGAINST EMDS.

12. INFORMATION MANAGEMENT TOOL. The Software is not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines. The Software is an information management tool only, which contemplates and requires the involvement of professional medical personnel and professional billers and coders. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel or professional biller or coder, as applicable. You shall use your best clinical/professional judgment when acting upon information provided through the Software. You are solely responsible for ensuring that all records of medical care created or maintained in, or transacted through, the Software are accurate and complete, and that all billing information delivered by You to any insurance companies, governmental agency, or other payer is accurate and complete. Neither eMDs nor its subcontractors or licensors shall have any responsibility as a result of this Agreement for decisions made or actions taken or not taken in rendering medical care or for information provided to insurance companies, governmental agencies, or other payers.

13. CONFIDENTIAL INFORMATION.

13.1. Confidential Information, Trade Secrets. Neither You nor Customer shall use (except as permitted in connection with Your performance hereunder), disclose or permit any person access to any Trade Secrets while such information retains its status as a Trade Secret. During the Term and for a period of five (5) years thereafter, except as otherwise mandated by law, neither You nor Customer shall use, disclose, or permit any person access to any Confidential Information, except as permitted in connection with your performance hereunder. You acknowledge that if You violate this Section, eMDs may have no adequate remedy at law available to it, may suffer irreparable harm, and will be entitled to seek equitable relief. You agree to protect such Confidential Information and Trade Secrets with no less diligence than You protect your own confidential or proprietary information. If disclosure of Confidential Information is required under provisions of any law or court order, You will notify eMDs within three (3) business days so eMDs will have a reasonable opportunity to object.

13.2. HIPAA Compliance. If eMDs is considered your "Business Associate," as that term is defined by HIPAA, the parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Exhibit B. Notwithstanding the foregoing, as the covered entity, it is your responsibility to protect the privacy and security of its individually identified health information created by, maintained in or transmitted through the Software. It is also your responsibility to ensure that You obtain all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this EULA is, or activities permitted or required by this EULA are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall work together in good faith to negotiate an amendment to this EULA or changes to the activities permitted or required by this EULA to remedy such inconsistency. If the parties cannot reach agreement on such amendment or changes within sixty (60) days of commencement of such negotiations, eMDs may terminate this EULA.

14. SUSPENSION AND TERMINATION.

14.1. Suspension and Termination of Your Right to Use or Access the Software. You acknowledge that eMDs may suspend or terminate Your use of or access to the Software or any e-MDs website (i) for noncompliance with this EULA; (ii) if, in eMDs sole determination, You pose a threat to the security or integrity of the Software or information available therein; (iii) upon suspension or termination of Customer; or (iv) upon notice of your suspension or termination by Customer. You acknowledge that Customer may suspend or terminate Your access to the Software at any time.

14.2. Suspension of Customer's Right to Use or Access the Software. eMDs reserves the right to investigate suspected violations of the EULA. eMDs may suspend Customer's Full Access to the Software if (a) Customer's use of the Software breaches the EULA or poses a threat to the integrity of eMDs' Software or network; or (b) payment of any undisputed fees is more than thirty (30) days overdue. eMDs' right to suspend Customer's Full Access to the Software is in addition to any other rights and remedies (including termination rights) eMDs may have. Any suspension imposed in accordance with this Section will not suspend the accrual of fees nor relieve Customer of its obligation to pay Fees due. During any period of suspension, eMDs shall provide Customer with Limited Access to the Software unless doing so poses a threat to the integrity of eMDs' Software, Services or network.

14.3. Termination of Customer's Right to Use or Access the Software. eMDs may terminate the EULA immediately upon notice to Customer if Customer: (a) materially breaches the EULA and fails to remedy such breach within 60 days after receiving notice of the breach from eMDs, (b) materially breaches any other contract Customer has entered into with eMDs, (c) infringes eMDs' intellectual property rights and fails to remedy such breach within ten (10) days after receiving notice of the breach from eMDs, (d) materially breaches the EULA in a manner that cannot be remedied, or (e) commences dissolution proceedings or ceases to operate in the ordinary course of business.

14.4. Obligations upon Termination or Expiration. Upon the termination or expiration of Customer's EULA, Customer will promptly (a) cease using all Software, (b) permanently delete, as defined by HIPAA, all Software from all computer systems (including servers and personal computers), (c) return to eMDs or destroy all copies (including partial copies) of the Software, and (d) deliver to eMDs written certification of Customer's "Security Official," as defined by HIPAA, that Customer has complied with its obligations in this Section. Customer is responsible to take appropriate steps prior to any such termination or expiration date to manage and perform any transition processes and business operations that Customer may need prior to any such termination or expiration date including, but not limited to, ensuring that it has a copy of all of its Customer Content and any other data maintained in the Software prior to termination of the EULA. Customer may extract such Customer Content and other data using instructions provided by eMDs. If Customer requires eMDs professional services with respect to such extraction, eMDs will provide such services on a time and materials basis. Notwithstanding the foregoing, upon Customer's request, eMDs shall provide Customer with Limited Access to the Software for up to ninety (90) days following the termination date of this Agreement and Customer shall pay for the Limited Access at eMDs then prevailing rates. Such Limited Access shall be in accordance with this EULA and any other applicable agreement.

15. DISCOUNT REPORTING. A Service Order may contain a discount that Customer is required to report in its cost reports or another appropriate manner under applicable federal and state anti-kickback laws, including 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and the regulations found at 42 C.F.R. Sec. 1001.952(h). Customer will be responsible for reporting, disclosing and maintaining appropriate records with respect to the discount and making those records available under Medicare, Medicaid or other applicable government health care programs.

16. EXPORT LAW ASSURANCES. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, the Software may not be exported, transshipped or re-exported (1) into (or to a national or resident of) those countries subject to a comprehensive economic sanctions program administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") (Countries subject to OFAC embargo or sanctions can change at any time and can be reviewed by consulting materials available at <http://www.treas.gov/ofac/index.html> and <http://www.bis.doc.gov>); or (2) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List, each as they may be amended from time to time and which may be found at <http://www.treas.gov/ofac/index.html> and <http://www.bis.doc.gov>.

17. MISCELLANEOUS. This EULA is governed by and will be construed in accordance with the laws of the State of Texas, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Each party agrees that exclusive venue for all actions, relating in any manner to this EULA will be in a federal or state court of competent jurisdiction located in Travis County, Texas. You will not assign this EULA without the written consent of eMDs. Failure to exercise or enforce any right under this EULA is not a waiver of such right. eMDs is not liable for failing to fulfill its obligations due to acts of God or other causes beyond its reasonable control. All notices relating to the parties' legal rights and remedies under this EULA must be provided in writing and delivered by: (a) postage prepaid registered or certified U.S. Post mail; or (b) commercial courier. All notices to eMDs will be sent to the following address with a copy to eMDs' General Counsel: 7800 Shoal Creek Blvd., Suite 100E, Austin, Texas. There are no third party beneficiaries to this Agreement. All terms which by their nature survive termination shall survive termination or expiration of the EULA including, but not limited to, Sections 6 (Audit), 7.3 (Third Party Software), 9.1 (Ownership of Customer Content), 11 (Disclaimer and Limitation of Liability), 13 (Confidential Information), 14.4 (Obligations Upon Termination or Expiration), 16 (Export Law Assurances) and 17 (Miscellaneous).

18. GOVERNMENT CUSTOMER RIGHTS. If this Software is provided under a federal government contract, then eMDs intends that any Software provided under this EULA constitute "commercial item(s)" as defined in Federal Acquisition Regulation ("FAR") 2.101, including any Software, Clinical Content, Documentation or technical data. Additionally, all Software, Clinical Content, Documentation, or technical data provided by eMDs to Government Customer under this EULA will be considered related to such "commercial item(s)". If Government Customer seeks rights in Software, Clinical Content, Documentation, or technical data provided by eMDs under this EULA, then eMDs grants only those rights established under any FAR or FAR Supplement clauses which are flowed down to eMDs under this EULA consistent with the delivery of "commercial item(s)". If Government Customer contends that any Software, Clinical Content, Documentation, or technical data provided under this EULA does not constitute "commercial item(s)" as defined in FAR 2.101, then Government Customer promptly will notify eMDs of the same, and identify what rights Government Customer contends exist in such Software, Clinical Content, Documentation, or technical data. No rights in any such Software, Clinical Content, Documentation, or technical data will attach other than rights related to "commercial item(s)"

unless Government Customer provides such notice to eMDs, and eMDs expressly agrees in writing that such rights are granted under this EULA.

Notwithstanding the foregoing, the Software includes CPT, CPT® Assistant, CPT® Changes, CPT® Consumer Friendly Data, CPT® Knowledge Base, SNOMED CT® Maps which is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.

Exhibit B

Business Associate Addendum

Customer is a “Covered Entity” or “Business Associate” under the Health Insurance Portability and Accountability Act of 1996 and associated agency regulations promulgated thereunder (together, “HIPAA”). Pursuant to the EULA, eMDs provides certain services to Customer and in providing those services may use, disclose, receive, create, maintain or transmit Protected Health Information (“PHI”) for or on behalf of Customer, as described in the EULA, Addendum or Applicable Law. When providing services to Customer that involve the use, disclosure, receipt, creation, maintenance or transmission to or of PHI for or on behalf of Customer, eMDs is Customer’s “Business Associate” under HIPAA and the Health Information Technology for Economic and Clinical Health Act (Public Law 111-5) and associated agency regulations and guidance (the “HITECH Act”). In accordance with HIPAA and the HITECH Act (collectively, “Applicable Law”), the parties have agreed to the provisions of this Exhibit to protect PHI to which eMDs may handle in the performance of its duties for Customer.

1. Defined Terms. Unless otherwise indicated below or elsewhere in this Exhibit, all capitalized terms shall have the meanings provided in the EULA or 45 C.F.R §§ 160.103, 164.103 and 164.501.

a. “Breach” has the meaning assigned by HIPAA, 45 C.F.R. Section 164.402.

b. “Privacy Rule” means 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E, Standards for Privacy of Individually Identifiable Health Information.

c. “Protected Health Information” or “PHI” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information eMDs receives from, or creates, maintains, transmits, or receives on behalf of, Customer.

d. “Security Rule” means 45 C.F.R. Part 164, Subpart C, Security Standards for the Protection of Electronic Protected Health Information.

e. Any otherwise undefined terms in the EULA shall have the meaning provided by HIPAA, if any.

2. Obligations of eMDs.

a. Compliance with Privacy and Security Obligations. eMDs agrees that the requirements of HIPAA and the HITECH Act that relate to privacy and security and are made applicable with respect to Business Associates shall be applicable to eMDs.

b. Limits on Use and Disclosure. Except as otherwise limited in this Exhibit, eMDs may only use, disclose, create, maintain or transmit PHI to perform functions, activities, or services for, or on behalf of Customer as specified in the EULA, this Exhibit and as permitted or required by Applicable Law. Except as otherwise limited in this Exhibit, eMDs may also:

i. Use PHI for the proper management and administration of eMDs or to carry out the legal responsibilities of eMDs under the laws of the United States; to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for eMDs' own business purposes or in connection with the Services; or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b); and

ii. Disclose PHI for the proper management and administration of eMDs, provided that disclosures are Required by Law, or eMDs obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person will notify eMDs of any instances of which it is aware in which the confidentiality of the information may have been breached.

c. Minimum Necessary. Any use or disclosure of the PHI will be limited to the minimum PHI necessary for the permitted purpose. eMDs shall comply with any guidance issued by the Secretary regarding compliance with the minimum necessary standard.

d. Safeguards. eMDs will implement and maintain reasonable and appropriate administrative, physical and technical safeguards to protect the availability, integrity and confidentiality of the PHI as permitted and/or required by HIPAA and the HITECH Act.

e. Reports of Unauthorized Access, Use or Disclosure. eMDs shall report in writing to Customer, without unreasonable delay, (i) any use or disclosure of PHI that is not authorized by this Exhibit or the EULA including, but not limited to, Security Incidents, and (ii) any Breach of Unsecured Protected Health Information. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) pings and other unsuccessful broadcast attacks on Business Associate's firewall, (ii) port scans, (iii) log-on attempts, (iv) denial-of-service attacks, and (v) malware, worms, and viruses, so long as they do not penetrate Business Associate's perimeter or are otherwise filtered out by Business Associate's tools (e.g., infected e-mails filtered out by filtering software). eMDs shall deliver such notice no later than twenty (20) business days after the date on which eMDs (or any member of eMDs' workforce or agent of eMDs except the person(s) responsible for the Breach) became aware, or in the exercise of reasonable diligence should have become aware, of such unauthorized use or disclosure or Breach. Notice of any unauthorized use or disclosure or Breach shall, if known, provide a description of the following information to the extent it is reasonably available at the time of notice: (i) the event resulting in the unauthorized use or disclosure or Breach; (ii) the types of PHI that were involved in the

unauthorized use or disclosure or Breach; and (iii) what eMDs is doing to investigate, mitigate losses arising from and protect against any similar future unauthorized use or disclosure or Breach.

f. Mitigation Procedures. In the event of any unauthorized use and/or disclosure of PHI, eMDs shall work, and where practicable Customer shall work cooperatively with eMDs, to implement procedures for mitigating the harmful effects of such improper use and/or disclosure.

g. Access to Information. eMDs will make available to Customer the PHI in a Designated Record Set, in a time and manner mutually agreed upon by the parties, as necessary to satisfy Customer's obligations under 45 C.F.R. 164.524.

h. Availability of Protected Health Information for Amendment. Upon receipt of a request from Customer for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in a Designated Record Set), eMDs agrees to provide such information to Customer for amendment and incorporate any such amendment as may be required by 45 C.F.R. § 164.526. In the event any individual requests an amendment to PHI directly from eMDs, eMDs shall forward such request to Customer. Any review and consideration of a requested amendment shall be the responsibility of Customer.

i. Accounting of Disclosures. In accordance with 45 C.F.R. § 164.528, eMDs agrees to produce, and maintain for at least six (6) years, a record of any disclosure of the PHI, which record will include, for each disclosure, the date of disclosure, the name and address of the recipient, a description of the PHI disclosed (if known), the name of the individual who is the subject of the PHI (if known) and the reason for disclosure. Upon request from Customer, eMDs will make its record of disclosure available to Customer within the time frame and in the manner permitted and/or required by Applicable Law or as otherwise agreed by the Parties in writing. In the event the request for an accounting is delivered by an individual directly to eMDs, eMDs shall forward such request to Customer. Customer shall have the responsibility to respond to the request.

j. Subcontractors. eMDs shall ensure that any subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply through this Exhibit to eMDs.

k. Availability of Books and Records. eMDs agrees to make its internal practices, books and records relating to its uses or disclosures of the PHI available to Customer, or, if directed in writing, the Secretary for purposes of determining compliance with Applicable Law, subject to attorney-client and other applicable privileges.

l. eMDs' Performance of Customer's Obligations. To the extent eMDs is to carry out one or more of Customer's obligations under the Privacy Rule, at Subpart E of 45 C.F.R. Part 164, eMDs will comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligations.

m. Sale of PHI. eMDs will comply with the prohibition on the sale of electronic health records and Protected Health Information set forth in 42 U.S.C. 17935(d).

3. Obligations of Customer.

a. Notice to eMDs. Customer will notify eMDs of any of the following to the extent that they affect eMDs' use or disclosure of PHI or its rights and obligations with respect to PHI (i) any limitation in its notice of privacy practices in accordance with 45 C.F.R. § 164.520; (ii) any changes in, or revocation of,

permission by an Individual to use or disclose the PHI; and (iii) any restriction on the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. §164.522.

b. Minimum Necessary. Customer will make reasonable efforts to disclose to, provide to, or request from, eMDs only the minimum Protected Health Information necessary for eMDs to perform or fulfill a specific function required or permitted under the EULA.

c. Mitigation. Customer will take immediate steps to notify eMDs and to mitigate an impermissible use or disclosure of PHI whether from eMDs to the Customer or from the Customer to eMDs, including the Customer's staff, employees and agents who disclose and receive PHI to and from eMDs in the course and scope of their employment, such as obtaining the recipient's satisfactory assurances that the information will not be further used or disclosed (through a confidentiality agreement or similar means between the Customer and its staff, employees and agents) or will be destroyed.

d. No Violation of Law. Customer will not request, direct or cause eMDs to use or disclose PHI in a manner that would violate Applicable Law.

4. Term and Termination. This Exhibit shall become effective on the Effective Date of the EULA, unless the Parties otherwise mutually agree in writing to an alternative effective date. This Exhibit will automatically terminate upon the termination or expiration of the EULA. Notwithstanding any provisions in this Exhibit or the EULA to the contrary, either party may terminate this Exhibit and the EULA if it determines that the other party has breached a material term of this Exhibit and has not cured such breach with thirty (30) days of receiving notice of the breach from the non-breaching party. Upon termination of the EULA or this Exhibit, if feasible, eMDs will return or destroy the PHI, unless required otherwise by Applicable Law. If return or destruction of the PHI is not feasible, eMDs will extend the protections of this Exhibit until the PHI can be returned or destroyed and this obligation shall survive termination of the Exhibit.

5. Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Customer and eMDs to comply with Applicable Law. Any and all references in this Exhibit to a statute or regulation mean the section as in effect or as amended. This Exhibit will be governed by the governing law set forth in the EULA and any action brought under this Exhibit will be brought in accordance the EULA. The parties further agree that the language of this Addendum shall not be construed presumptively against the drafter or any of the Parties to this Addendum.

6. HIPAA Amendment. Upon the effective date of any amendment or issuance of additional regulations ("change") to HIPAA, or any other law applicable to this Exhibit, the Exhibit will automatically be amended so that the obligations imposed on a Party of the Parties remain in compliance with such requirements, unless the cost for eMDs to comply with the change to HIPAA is unreasonable. If the cost to eMDs to comply with the change is unreasonable, the Parties shall negotiate eMDs fees or charges which will permit eMDs to comply. If the Parties cannot agree to new fees or charges, eMDs may terminate this Business Associate Agreement and any underlying agreement for which this Business Associate Agreement is made a part.

7. IN NO EVENT SHALL EMDS OR ANY PROVIDER OF THIRD PARTY ITEMS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER THIS EXHIBIT FOR ANY ACT OR OMISSION THAT DOES NOT RISE TO THE LEVEL OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL,

PUNITIVE, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, INDEMNITY, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF EMDs HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. Notwithstanding anything in this Exhibit to the contrary, in no event shall eMDs' or its licensors' total liability arising from or relating to this Exhibit exceed an amount equal to amounts paid by CUSTOMER to eMDs for the service giving rise to the claim in the three (3) months prior to the event giving rise to the claim, whether a claim for any such liability or damages is premised upon breach of contract, indemnity, breach of warranty, negligence, strict liability, or any other theories of liability, even if eMDs has been apprised of the possibility or likelihood of such damages occurring.