

EXHIBIT C: COMPUGROUP MEDICAL US TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 "Authorized User" means Your employees, contractors, and agents that You have authorized to use the Program and/or Service(s) and for which You hold a valid license for them to do so. If You are a Billing Service, "Authorized User" includes the employees, agents and/or representatives of Your medical practice clients that You have authorized to use the Program and/or Service(s) and for which You hold a valid license for them to do so. If You are a reference laboratory, "Authorized User" includes the employees, agents and/or representatives of your client's facility that You have authorized to use the Program and/or Service(s) and for which You hold a valid license for them to do so.

1.2 "Billing Service" means a company or professional that provides medical billing services to medical practices or providers.

1.3 "CGM Software" means the proprietary software, data, and documentation, whether in print or electronic form, that CGM owns, including CGM-owned standard and customized interfaces and database components, and any updates, upgrades, or versions of the same.

1.4 "EDI Services" means the EDI or clearinghouse services described on a Products and Services Exhibit.

1.5 "Facilities" means all physical and/or virtual locations from which the Providers, Mid-Level Providers, and/or Authorized Users for a single business entity access the Program.

1.6 "Hardware" means third-party computer hardware supplied to You by CGM.

1.7 "Interface" means the customized software application interface that CGM develops under this Agreement to enable CGM Software to connect to software that You installed on it computer hardware or systems as further described on Exhibit "A" and Interface Statement of Work.

1.8 "Interface Statement of Work" means, collectively, the proposals, quotes, statements of work or other written agreements among the Parties describing or listing the Interface or other products and/or services provided by CGM and purchased or licensed by You pursuant to this Agreement.

1.9 "Major Revision" means a new version of the Program as indicated by a change to the number on the left side of the decimal point in the version number, as determined by CGM in its sole discretion.

1.10 "Mid-Level Provider" means a physician assistant who accesses the Program to sign doctors' notes, a registered nurse practitioner or a physical therapist or occupational therapist working under the supervision of a physician.

1.11 "Products and Services Exhibit" means, collectively, the exhibits, quotes, statements of work or other written agreements between You and CGM describing or listing products and/or services provided by CGM and purchased or licensed by You from CGM.

1.12 "Professional Services" means pre-implementation system reviews (including hardware specification review), installation and configuration of software, project management, data transfers, interfaces set-up and maintenance, training and other services provided by CGM to You.

1.13 "Program" means, collectively, CGM Software and Third-Party Software that CGM provides to You, as described on Exhibit A to this Agreement.

1.14 "Properly Configured Equipment" means compatible computer equipment and operating systems that You use as workstations to operate the Program, as set forth in Exhibit F. If You are self-hosting the Program or hosting is provided by a third party, Properly Configured Equipment includes server equipment, operating systems and database software required for You to operate the Program, each as set forth in Exhibit F.

1.15 "Provider" means a physician with a unique National Provider Identification ("NPI") number who accesses the Program.

1.16 "Services" means any service performed by CGM under the terms of this Agreement or under an exhibit but excluding EDI Services.

1.17 "Standard Business Hours" means 8:00 a.m. to 5:00 p.m., local time for You, within the forty eight (48) contiguous United States, excluding weekends and holidays. CGM currently observes the following holidays: New Years Day, Memorial Day, 4th July, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day, but reserves the right to add additional holidays without notice to You. For LabDAQ and LABNEXUS clients Standard Business Hours extend from 8 a.m. to 11 p.m. EST, Monday through Friday.

1.18 "Third-Party Software" means software or data provided to CGM by a third party and that CGM is authorized to license, relicense or sublicense to You, including all related documentation, and any other versions, updates, error corrections, programs or modules of same. Third-Party Software does not include software or data which CGM may resell to You but which You license directly from the third party.

2. LICENSE GRANT.

2.1 "Grant of License". If an Exhibit A (Products and Services Exhibit) identifies a Program, CGM grants to You a non-exclusive, non-transferable, revocable and non-assignable license, without right to sublicense, to use the Program only at Your own Facilities and for Your internal business purposes, and, if You are a Billing Service, at the Facilities and for the internal business purposes of Your medical practice clients who are authorized to use the Program ("License"). If You have acquired a subscription License for any computer program or service, Your License rights are revocable and will last for the duration of Your subscription. If You have acquired a Purchase License for any computer program or service, Your License rights to use that program or service are irrevocable and perpetual. If You have acquired a concurrent user License for any computer program or service, Your License rights to use that program or service will permit a maximum of the number of Authorized Users each using a simultaneous instance of the Program on Your network equal to the number of concurrent user Licenses You have acquired.

2.2 "Restrictions on License". You may not: (a) use the Program at any location other than Your own Facilities (b) use the Program or make copies except as permitted in this Agreement or as otherwise expressly provided in writing by CGM; (c) use the Program in any service bureau or timesharing arrangement; (d) translate, reverse engineer, decompile, disassemble or modify the Program; (e) rent, lease, assign or transfer the Program except as described in this Agreement; (f) remove, obliterate, alter or obscure any copyright, trademark or other proprietary right notice; (g) relocate a self-hosted Program to a different server (unless CGM has provided its prior written consent to such relocation, which consent will not be unreasonably withheld); or (h) install the Program (or allow its installation on any computer) that You do not own or control during the term of this Agreement.

3. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO EDI SERVICES.

3.1 "Definition of Provider". For purposes of the EDI Services, "Provider" means each unique combination of: (1) a Federal Tax Identification Number and (2) a person with a unique National Provider Identification ("NPI") number that submits insurance claims or bills to patients in his or her own right for that practice location.

3.2 "Direct Connections to Clearinghouses or Individual Third-Party Payors". If You wish to use Your direct connections to other clearinghouses or individual payors for submission of claims, You will be charged a one-time fee and an annual subscription fee for each direct connection. CGM will create and provide a file that is compatible with the third-party payor's or clearinghouse's requirements. You acknowledge that CGM is responsible only for loading the file for each of Your direct connections onto Your server, and that You are solely responsible for fulfilling all other requirements of third-party payors and clearinghouses to ensure the timely and accurate processing of Your claims.

3.3 "Additional Fee-Based Services for Direct Connections". Any additional services or support provided by CGM for Your direct connections will be billed at the then-current rate for such services, with a one (1) hour minimum charge, and will be provided on an as-is and as-available basis.

3.4 "Warranty Disclaimer". THE EDI SERVICES ARE PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CGM AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, AFFILIATES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF

DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to You. CGM and its affiliates, licensors, suppliers, advertisers, sponsors and agents do not warrant that any use of the EDI Service by You will be uninterrupted, error-free or secure. No opinion, advice or statement made by CGM or appearing on CGM's website shall create any warranty. You acknowledge that You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the EDI services and for all related charges. You assume all responsibility and risk for Your use of and reliance on the EDI Services by Your employees and Your agents, including the responsibility to actively work all claims You submit or attempt to submit to the EDI Services. Your use of the Services is entirely at Your own risk. Without limiting the foregoing, You understand that CGM is not responsible for the accuracy of information, including healthcare information or data that You provide or access through the EDI services. As between CGM and You, You are solely responsible for the accuracy of such healthcare data.

3.5 Maximum Liability for EDI Services. With respect to the EDI Services, in no event will CGM's liability or the liability of any of CGM's affiliates, parents, subsidiaries, licensors, suppliers, advertisers, business partners or sponsors, nor any of its or their respective directors, officers, employees, consultants, agents or other representatives, for any damages to You, or to any other person or entity regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise, exceed the amount of fees paid by You to CGM in the six months preceding the first event giving rise to the claimed liability for customers billed monthly for EDI Services (or the equivalent pro-rated amount for customers billed annually). Such limitation applies notwithstanding any failure of essential purpose of any limited remedy.

3.6 Effect of Termination for Non-Payment of EDI Services. If Your EDI Services are terminated for default, starting from the effective date of such termination, except as set forth in section 3.7, CGM will have no obligation to process any EDI Services transactions submitted by You. The provisions of Section 13.4.3 do not apply to a termination for failure to cure a default under this Section 3.6.

3.7 Effect of Termination on Electronic Remittance Advice (ERA) Service. If You or CGM terminate Your ERA Service, You agree that you will take all actions as required by any applicable payer(s) to terminate the transaction relationship between CGM and all such payers and ensure that Your remits are no longer sent to CGM for processing. Any remits processed by CGM after termination of Your ERA Service will be invoiced at CGM's then-standard rates. This Section 3.7 shall survive termination of this Agreement.

4. PAYMENT OF FEES.

4.1 Initial Fees

4.1.1 Licenses and Professional Services. Fifty percent (50%) of the initial fees for License and Professional Service (excluding EDI Setup/Enrollment Fees) for the Program must be paid as a deposit upon execution of this Agreement. CGM will charge your credit card on file or another direct payment method approximately one (1) week after the Go Live Date for the first Program to Go Live. Additional terms may be stated on Exhibit "A", in which case Exhibit "A" shall control.

4.1.2 LabDAQ Existing Clients. Notwithstanding Section 4.1.4, Your Payment for LabDAQ Hardware and Software orders under twenty thousand dollars (\$20,000.00) will be charged to your credit card or other direct payment method upon the earlier of: (a) shipment of Hardware or (b) starting date of CGM Software installation, whichever comes first; unless otherwise stated on Exhibit "A", in which case Exhibit "A" language shall control. All overdue balances are subject to a 1.5% per month late charge. You are solely responsible for all applicable taxes. CGM will charge a fee of thirty five (35) dollars for each declined credit card transaction or each check returned for any reason, including stop payment or insufficient funds. All Hardware described in this Agreement shall remain the exclusive property of CGM until CGM receives payment in full under this Agreement. CGM reserves the right to immediately terminate this Agreement without prior notice and repossess all Hardware and CGM Software if full undisputed payment is not actually received on or before the due date.

4.1.3 EDI Setup/Enrollment Fees. Fifty percent (50%) of EDI Setup/Enrollment Fees will be charged as a deposit upon signing this Agreement. CGM will charge your credit card or other direct payment method on the Go Live Date for EDI Services.

4.1.4 Hardware. Fifty percent (50%) of the fees for Hardware set forth on Exhibit A will be charged as a deposit upon execution of this Agreement. CGM will charge your credit card or other direct payment method upon CGM's delivery of the Hardware to Your shipping agent.

4.1.5 Deposits. Notwithstanding the foregoing, no deposit will be required if the Total Initial Fees plus the Total Hardware Fees shown on Exhibit A are \$1,000 or less.

4.2 Monthly Fees

4.2.1 Monthly Subscription and Service Fees. Monthly subscription and service fees will commence on the Go Live Date for each product or service on Exhibit A. You must pay automatically via Direct Payment. LabNexus and LabDAQ clients are not eligible for monthly payments.

4.2.2 Hosting Fees. If You select products or services that require separate hosting fees, the fees will commence on the Go Live Date for each product or service on Exhibit A. You must pay automatically via Direct Payment.

4.2.3 EDI Service Fees. EDI Service Fees will commence upon the Go Live Date for EDI Services. These fees will be charged to your credit card on a monthly basis in arrears.

4.2.4 Additional Licenses, Products and Services. Fees for any subsequently-added licenses for Providers, users, databases, or for additional products or services, will be based on the then-current list price of such licenses, products and/or services.

4.2.5 Implementation Cost Recovery. If this Agreement is cancelled or modified by You in a way that reduces the amount of payments agreed to on the Effective Date of this Agreement (i.e. reducing the number of licenses purchased, etc.), CGM reserves in its sole discretion the right to recover the actual costs of implementation based on then current pricing for CGM Professional Services.

4.3 Fee-Based Services

4.3.1 Invoicing and Deposits. Except as otherwise provided in this Section 4.2.1, Fee-based Services will be charged to your credit card or another method of direct payment upon completion of the Services. For Statements of Work other than deconversions with an estimated cost of more than \$1,000, a 50% deposit will be required before the work commences. For deconversions, a 100% deposit will be required and Your account will need to be current before the work commences. Additional terms may be stated on Exhibit "A", in which case Exhibit "A" shall control.

4.4 Payment of Fees

4.4.1 Payment Method. Except as stated in Section 4.2.1, You agree to complete Exhibit B (Payment Options and Authorization) indicating the method that You will use to pay Your initial deposit and any subsequent payments due.

4.4.2 Payment Disputes. If You dispute an amount due, You must provide written notice to CGM's customer administration, with a detailed description of any disputed items and amounts, as well as the nature of the dispute, within thirty (30) calendar days of the charge, or You forfeit Your right to dispute the applicable charge.

4.4.3 Delinquent Payment. If any undisputed amounts are not timely paid, CGM reserves the right to charge You a late fee of one and one-half percent (1.5%) per month on any undisputed and unpaid balances.

4.4.4 Effects of Default. If any undisputed amount remains unpaid for more than ten (10) calendar days, CGM reserves the right to issue You a written Notice of Default. This Notice of Default will provide You with a period of time in which to cure the default. If You fail to timely cure the default, CGM may at any time thereafter disable Your use of all Programs and all Services and/or Your access (if applicable) to Program Maintenance, Hardware Maintenance, and Fee-Based Services, with or without further notice to You, until Your account is made current.

5. INSTALLATION AND GO LIVE.

5.1 Installation. If included as a Service on Exhibit A, CGM or its agent will install the Program and, if applicable, the Hardware, at Your facility listed on Exhibit A at a time that is mutually agreeable to the Parties, and You expressly authorize CGM or its agent to install certain Third-Party Software or components on Your hardware and to accept and bind You to the terms and conditions of such Third-Party Software or components. CGM will provide installation and diagnostic / verification testing of the Program on CGM's servers (if CGM-hosted) or on Your Properly Configured Equipment (if self-hosted). If CGM is installing the Program, Installation is deemed complete when (a) installation and diagnostic / verification testing of the Program are complete; or (b)

CGM has provided You with a Uniform Resource Locator (URL) to the Program (if applicable); and (c) You successfully access the Program. You specifically acknowledge and agree that the installation does not include the provision of any training. If not included on Exhibit A, the installation and set-up of all Programs and Hardware at Your site will be Your sole responsibility, and for the purposes of this Agreement, the Parties will deem installation complete on the earlier of (i) first actual use of the Program; or (ii) Effective Date, regardless of whether installation is complete; or (iii) for LabNexus and LabDAQ products only - thirty (30) calendar days from the date of actual delivery to You of the Software and Hardware, regardless of Your production use.

5.2 Go Live Date. The Go Live Date(s) applicable to this Agreement are defined based on the CGM programs that You purchased or licensed on Exhibit "A" to this Agreement:

5.2.1 If You purchased or licensed CGM ENTERPRISE PM™, the Go Live Date for that product is the date that the Program is available to You to register patients, schedule appointments, or submit claims.

5.2.2 If You purchased or licensed CGM ENTERPRISE EHR™, the Go Live Date for that product is the date that the Program is available to You to document patient encounters.

5.2.3 If You purchased or licensed CGM CLINICAL™, the Go Live Date for that product is the date that the Program is available to You to register patients, schedule appointments, submit claims, or document patient encounters.

5.2.4 If You purchased or licensed CGM webPRACTICE™, the Go Live Date for that product is the date that the Program is available to You to register patients, schedule appointments, or submit claims.

5.2.5 If You purchased or licensed CGM webEHR™, the Go Live Date for that product is the date that the Program is available to You to document patient encounters.

5.2.6 If You purchased or licensed CGM webPRACTICE RESULTS separately from CGM webPRACTICE, the Go Live Date for that product is the date the Program is capable of receiving "live" results from a data provider.

5.2.7 If You purchased or licensed CGM webPRACTICE ERX separately from CGM webPRACTICE, the Go Live Date for that product is the date the Program is capable of transmitting "live" prescriptions.

5.2.8 If you purchased or licensed CGM DAQbilling®, the Go Live Date for that product is the earlier of (i) the date of Your first use of the Program to generate an encounter and (ii) ninety (90) days after the Effective Date.

5.2.9 If You purchased EDI Services, the Go Live Date for those services is the date of Your first use of the EDI Services to transmit or receive claims or patient statements.

5.2.10 If you purchased or licensed LabNexus, the Go Live Date will occur when LabNexus is made available to You to create orders and display results.

5.2.11 If you purchased or licensed LabDAQ, the Go Live Date is the date as deemed by CGM, that the Program is available to You to create patients, order tests, enter results and generate reports.

5.2.12 Notwithstanding the above and regardless whether Your product(s) have Gone Live or not, CGM reserves the right to set Your Go Live Date(s) as ninety (90) calendar days after installation of Your product(s) is complete, as defined under Section 5.1 of this Agreement.

5.3 Unused Training Hours. If You have not used all pre-paid training hours within ninety (90) calendar days of the Go Live Date, any unused hours will be waived, and amounts paid for unused training hours will not be refunded or credited.

6. PROGRAM SUPPORT/MAINTENANCE.

6.1 Program Maintenance. Subject to Section 6.2 below, Program Maintenance includes customer service during Standard Business Hours, access to any CGM website and CGM's commercially reasonable efforts to correct any defects and/or errors in the Program after CGM discovers or is notified of such. After-hours Program Maintenance provided on weekdays will be billed at 1.5 times CGM's standard rates; after-hours Program Maintenance provided on weekends or holidays will be billed at two times (2x) CGM's standard rates, unless You are a customer with

Extended Support service, as described further in Section 6.2. After Hours Program Maintenance is not available for LabDAQ and LABNEXUS clients, who are advised to consider Extended Support Hours offering as described in Section 6.2. Program Maintenance will include only those upgrades to a new Major Revision which CGM makes generally available and provides to its customers at no cost, in CGM's sole discretion. CGM will provide all other Major Revisions and any Professional Services or other ancillary services associated with upgrading to a new Major Revision to You at CGM's then-current applicable rates. Commercially-available Program releases, including but not limited to Major Revisions, may be licensed to You by CGM from time to time under this Agreement, and such Program releases which CGM elects to be licensed under this Agreement are included in the definition of the Program and are made available subject to the terms and conditions of this Agreement. If CGM does not host the Program for You, Program Maintenance will be provided by CGM for the then-current version of the Program and one version prior to such current version in accordance with the terms of this Agreement. CGM may, at its option, provide Program Maintenance for earlier versions, and may charge additional amounts for doing so.

6.2 Extended Support Hours. LabDAQ clients are eligible for extended 24/7 support services at an additional charge. Extended service phone number will be given to You by CGM after Your CGM Software or Maintenance purchase is processed.

6.3 Program Maintenance Coverage. Program Maintenance coverage applies only to the CGM Software. Program Maintenance coverage does not include support for Third-Party Software or for other third-Party products or services. Customizations made to the Program and customized interfaces (with exception of LabNexus and LabDAQ products) are not included within Program Maintenance coverage. For interfaces, You are responsible for all charges by any third-party system that may be incurred as a result of interfacing to said third-party system and/or for any modifications that may be required within said third-party system. CGM is not responsible for future changes that may be made to the third-party system(s) Your Program(s) interface with, that may have an adverse impact on Your Program(s) or the functionality of Your interface(s). You are responsible for any costs incurred due to changes in these third-party systems that adversely affect the CGM interface(s). You are also responsible for any costs incurred due to adverse effects on functionality of the CGM interface caused by any modifications made by anyone other than CGM or its employees or agents to the interface or to the third-party systems connected to the CGM interface. Resolving issues such as these that are not covered by Program Maintenance are considered to be Fee-Based Services as defined in Exhibit B and shall be billed accordingly.

6.4 Further Exclusions from Program Maintenance. This Section 6.4 sets forth a non-exclusive list of Fee-Based Services that are NOT covered under Warranty, Program Maintenance or Hardware Maintenance. Fee-Based Services will be provided at CGM's discretion, will be billed at CGM's standard rates during Standard Business Hours and are subject to change without notice. Fee-Based Services provided after hours on weekdays will be billed at 1.5 times CGM's standard rates; Fee-Based Services provided on weekends or holidays will be billed at two times (2x) CGM's standard rates, subject to exclusions in Section 6.1.

6.4.1 Design, development and modification of templates, documents and reports.

6.4.2 Customizations made to the Program and customized interfaces, as well as maintenance and support of them afterwards.

6.4.3 Training and training related issues, beyond the scope of products and services in Exhibit A.

6.4.4 Training on third party products, services or data.

6.4.5 All tasks which are unique to Your implementation and are beyond the scope of products and services in Exhibit A.

6.4.6 Data conversions and analysis of data conversions, unless specified in Exhibit A.

6.4.7 Installation or movement of Hardware and/or third party products, services or data, other than as specified in Exhibit A.

6.4.8 Support or increase in support time due to causes outside of CGM's control, which adversely affect the operability or serviceability of the Program or Hardware and which include, but are not limited to, earthquake, water, fire, flood, wind, lightning, electrical power surges, transportation, operation in configurations or environmental conditions that do not conform to those prescribed in CGM's documentation or specifications, misuse, abuse, and neglect or material failure to maintain the Program or Hardware in accordance with CGM's documentation or specifications.

6.4.9 Repair or correction of Program or Hardware that has been maintained, modified or altered, other than by CGM or a third party authorized by CGM.

6.4.10 Support relating to errors or problems with the Program for which CGM has provided You with or generally released a correction, update, upgrade, or new product version that You have not implemented within a reasonable time.

6.4.11 Support or troubleshooting of any third party products, services or data not covered by Program Maintenance or Hardware Maintenance.

6.4.12 Training, Program Maintenance, Hardware Maintenance, support or other services that could be effectively provided via telephone, WebEx, or other remote means, but which are instead rendered at Your location at Your request.

6.4.13 Travel time of CGM's staff to and from Your location (other than for Hardware Maintenance).

6.4.14 Time and travel for rescheduled installation and/or training appointments due to Your failure to reschedule such appointments with at least two (2) weeks' notice to CGM.

6.5 Program Maintenance Initial Term. The Program Maintenance Initial Term for each applicable Program will commence at the Go Live Date for each Program on Exhibit A and will end at the end of the Initial Term as defined in Section 13.1 of this Agreement.

6.6 Program Maintenance Renewal and Cancellation.

6.6.1 For CGM-Hosted Programs. After the Program Maintenance Initial Term ends, Program Maintenance will automatically renew for consecutive twelve (12) month terms as long as CGM hosts the Program for Your benefit. You may not cancel Program Maintenance for CGM-Hosted Programs.

6.6.2 For Self-Hosted Programs on a Subscription License. After the Program Maintenance Initial Term ends, Program Maintenance will automatically renew for consecutive twelve (12) month terms as long as You maintain Your subscription License under this Agreement. You may not cancel Program Maintenance for Programs licensed on a subscription basis.

6.6.3 For Self-Hosted Programs on a Purchase License. If CGM does not host the Program for You and You have a purchase (perpetual) License, starting at the end of the Program Maintenance Initial Term, Program Maintenance will automatically renew for consecutive twelve (12) month terms unless cancelled by either Party in writing sixty (60) calendar days prior to the expiration of the then-current term. The Parties agree, understand, and acknowledge that cancellation of Program Maintenance will terminate this Agreement on the effective termination date with respect to the Program for which Program Maintenance is being cancelled, and all Licenses under this Agreement (other than purchase licenses, which are perpetual) with respect to that Program will be revoked at that time. In the event You cancel Program Maintenance, You may later request that CGM reinstate it, and if CGM agrees to such reinstatement, You must agree to a term of at least one year for Program Maintenance at CGM's then-current rates plus a reinstatement fee equal to the Program Maintenance Fees that You would have had to pay on a cumulative basis had You not cancelled Program Maintenance. Further, if applicable, You also will be required to install any software releases that may be provided by CGM to ensure that You are running the most current version of the Program.

6.7 Program Maintenance for Additional Licenses. The Parties agree and understand that the cost of Program Maintenance for Your products or services will proportionally increase when You acquire additional Licenses for those products or services. The then-current Program Maintenance term for each Program will apply to all later-added licenses for that Program.

7. **WARRANTIES AND LIABILITY.**

7.1 CGM Warranty. CGM warrants to You that the CGM Software will perform in all material respects in accordance with the product description included in the applicable product documentation so long as, and to the extent that, the CGM Software is covered under Program Maintenance ("Warranty Period"). Subject to the exclusions set forth in Section 6.3, You agree to promptly notify CGM in writing of any alleged defect or non-conformity You discover during the Warranty Period and to provide such information as CGM may request to replicate the defect or non-conformity. The foregoing warranty does not apply to and CGM will not be obligated to correct or cure any defect or non-conformity resulting from: (a) any modification of

the Program not performed by or on behalf of CGM; (b) any misuse of the Program, including use of the Program other than in accordance with the product documentation or damage caused by You or any Authorized User; (c) any fault in or incorrect use of hardware or other software used by You, including the use of hardware and/or software environments that are not Properly Configured Equipment and alteration of hardware and/or software environments from their configurations at the time of Installation other than by or on behalf of CGM; or (d) any alleged defect, error or non-conformity reported to CGM that cannot be reproduced or replicated. To the extent Hardware is provided under this Agreement, such Hardware may be covered by a manufacturer's warranty and is expressly not separately warranted by CGM.

7.2 Limitations for Third-Party Software and Other Third Party Products. Representations and warranties with respect to any Third-Party Software or other third-party products, data or services are limited solely to those granted directly by the third party supplier in the terms and conditions of the respective license agreements with You or CGM. All third-party products, data or services, including Third-Party Software, are provided to You "AS IS" without any warranty of any kind from CGM. Your right to use such third-party products, data or services, as well as all applicable warranties and other terms and conditions, are governed by their respective license or other agreements with You or CGM.

7.3 Disclaimer of Warranty. The warranty set forth above in Section 7.1 of this Agreement is exclusive and in lieu of all other warranties, and CGM disclaims any and all other warranties, express or implied, with respect to the Program or any part thereof including, without limitation, any and all implied warranties, non-infringement, merchantability or fitness for a particular purpose. In addition, CGM expressly disclaims any warranty or representation to any third party with respect to the Program or any part thereof. CGM does not warrant that the operation of the Program will be uninterrupted or error-free.

7.4 Limitation of Liability. To the extent permitted by applicable law, CGM's entire liability, and Your exclusive remedy, for any defect or non-conformity subject to the CGM Warranty described in Section 7.1 of this Agreement is for CGM to use commercially reasonable efforts to correct, cure, or otherwise remedy such defect or non-conformity, including the development by CGM of a work-around that provides similar or better functionality as that described in the product documentation. In no event will CGM be liable for any punitive or consequential damages including, without limitation, any loss of profits, arising from or related to a breach of this Agreement or the operation or use of the Program or Hardware, fee-based services, or any other Professional Services. CGM will not be liable for any impairment or degraded performance resulting from (i) insufficient internet bandwidth at the Facilities or (ii) the operation of the Program in an operating environment that is not Properly Configured Equipment.

8. **HARDWARE MAINTENANCE.**

8.1 Provision of Hardware Maintenance (if shown on Exhibit A).

8.1.1 Hardware Maintenance includes CGM's commercially reasonable efforts to correct any defects and/or errors in the Hardware after CGM is notified of such, and includes the provision of technical support via telephone or email during Standard Business Hours. Labor, parts, and travel expenses (if any) of support personnel are included in Hardware Maintenance.

8.1.2 After-hours Hardware Maintenance provided on weekdays will be billed at 1.5 times CGM's standard rates; after-hours Hardware Maintenance provided on weekends or holidays will be billed at 2 times CGM's standard rates with exception of LabNexus and LabDAQ products.

8.1.3 When notifying CGM of a problem with the Hardware, You must provide CGM with an example of the problem, the context in which the problem was encountered, a description of the system configuration, and the steps necessary to generate or reproduce the problem.

8.1.4 Support personnel will first attempt to work with You to troubleshoot the Hardware remotely. If support personnel determine that a part needs repair or replacement, CGM will either (a) supply a replacement part or Hardware to You if appropriate, or (b) provide support personnel at Your facility to repair or replace the Hardware on-site. Replacement parts provided by CGM may be new, refurbished, or may be a comparable model. When supplying replacement parts or Hardware to You, CGM will use overnight shipping where appropriate, and ground

shipping in all other circumstances. Shipping will be provided by a nationally recognized commercial delivery service of CGM's choosing.

8.1.5 Because of the rapid development of technology in the computer industry, or for other reasons, a particular replacement part may not be available. In such an event, CGM will make commercially reasonable efforts to locate a compatible replacement part. If CGM cannot locate a compatible replacement part, then, if possible, CGM will offer to upgrade Your defective Hardware to the least expensive configuration that can be supported by CGM. If You elect to accept the offer to upgrade, then You shall prepay CGM the cost of such upgrade. In the event You choose not to accept the upgrade, CGM shall not be responsible to provide support in connection with defects resulting in any way from such unavailable replacement part.

8.1.6 CGM may require You to ship defective parts or Hardware back to CGM. If CGM does not require return, You may be asked to destroy or otherwise dispose of defective parts or Hardware.

8.2 Exclusions from Hardware Maintenance. See Section 6.3 and 6.4 of this Agreement.

8.3 Hardware Maintenance Initial Term. The Hardware Maintenance Initial Term will commence at delivery of the Hardware and will end at the end of the Initial Term as defined in Section 13.1.

8.4 Hardware Maintenance Renewal and Cancellation. Hardware Maintenance will automatically renew for consecutive twelve (12) month terms unless cancelled in whole or in part by either Party in writing sixty (60) calendar days prior to the expiration of the then-current term. If You cancel Hardware Maintenance and later request to reinstate it, CGM will, at Your cost (including any associated travel expenses), conduct a review of the Hardware You have requested to reinstate Hardware Maintenance for. After conducting such review, CGM will determine, in its sole discretion, whether to allow Hardware Maintenance to be reinstated. To reinstate Hardware Maintenance, You must agree to a term of at least one year for Hardware Maintenance at CGM's then-current rates plus a reinstatement fee equal to the Hardware Maintenance Fees that You would have had to pay on a cumulative basis had You not cancelled Hardware Maintenance.

9. COMPLIANCE WITH HIPAA AND OTHER LAWS AND STANDARDS OF CARE.

9.1 Licensee Acknowledgement. You acknowledge and agree that any use of the Program is not a substitute for professional judgment and does not relieve You or any Authorized User from exercising the appropriate standard of care and skill and professional judgment relevant to the treatment of patients. Additionally, information offered by the Program in any particular situation does not constitute a recommendation or advice by CGM or any of its medical advisors about any course of treatment or the practice of medicine, and neither You nor any Authorized User shall rely on the Program for such purpose.

9.2 Use of Services. You agree to use the Services and EDI Services and to access CGM's website only for their intended purposes. You may not access or use the Services or EDI Services or CGM's website in any unlawful manner or for any unlawful purpose or in violation of these terms and conditions or applicable laws, rules and regulations. You understand that You are not permitted to post, upload, or otherwise transfer to or via servers or lines by any means, including but not limited to web page content, linked web pages, e-mail or FTP, anything which (i) is obscene or constitutes child pornography under applicable law, (ii) is defamatory or (iii) contains any computer code intentionally designed to disrupt, disable, harm, or otherwise impede the operation of the Services or EDI Services or any associated data, software, firmware, hardware, computer or network (sometimes referred to as "viruses" or "worms").

9.3 HIPAA Compliance. CGM complies with all current relevant statutory requirements and regulations under the Health Insurance Portability and Accountability Act of 1996, including any amendments thereto ("HIPAA"), and 45 CFR Part 160 and 164, Subparts A and E, as they become effective, and will comply with all relevant future amendments to HIPAA as they become effective. It is CGM's policy to provide HIPAA-related enhancements to You at no additional cost to You if You are covered by Program Maintenance. You agree and understand that Your use of certain data and reporting features of the Program may be subject to relevant regulations under the Health Insurance Portability and Accountability Act of 1996, 45 CFR Part 160 and 164, Subparts A and E, and You shall not hold CGM liable for any breach of relevant HIPAA regulations caused by Your negligent use of such data or reporting features.

10. PROPRIETARY RIGHTS.

10.1 Proprietary Rights. You agree that the Program, any Services, and any trademarks ("Intellectual Property") licensed hereunder and all rights therein are the proprietary property of CGM or the applicable third party Intellectual Property owner. All rights, title and interest in the results of any Services remains with CGM and any Services is not and will not be a work for hire or a work made for hire.

10.2 Collaboration Work. During the course of performing You and CGM may engage in mutual collaboration during the development of custom software products or otherwise. As a result of such collaboration You may independently or in conjunction with CGM, develop information, produce work product, or achieve other results for CGM in connection with the said collaboration work. You agree that such information, work product, and other results, systems and information developed by You or caused to be developed by You and/or CGM in connection with this Agreement (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. 101), and shall remain the sole and exclusive property of CGM. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, You with effect from creation of any and all Work Product, hereby assign, and agree to assign, to CGM all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof. You further agree to provide all assistance reasonably requested by CGM, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of CGM's rights in the Work Product. Upon the termination of this Agreement, You agree to deliver or cause to be delivered promptly to CGM all printed, electronic, audio-visual, and other tangible manifestations of the Work Product, including all originals and copies thereof. You also agree to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.

11. CONFIDENTIALITY.

11.1 Confidentiality. In connection with this Agreement, each Party may disclose to the other confidential information regarding its business or products. Confidential information for the purposes of this Section 4.1 does not include personal health information (PHI) or personally identifying information (PII), which terms have the meaning assigned in the Health Insurance Portability and Accountability Act (HIPAA) and corresponding rules and regulations. PHI and PII are governed by the Business Associate Agreement (Exhibit D). Each Party agrees to hold the confidential information of the other Party in strictest confidence and not to copy, reproduce, distribute, publish or disclose such confidential information to any person except as expressly permitted by this Agreement. The obligation of the Parties under this Section 11.1 will continue in effect as to any confidential information for the longer of two (2) years following the termination of this Agreement and until the confidential information is generally known by or available to the public through no fault of the receiving Party.

12. INDEMNIFICATION.

12.1 Indemnification by You. You must indemnify, defend and hold harmless CGM and its affiliates, officers, directors, employees, agents, successors and assigns ("CGM Indemnified Parties"), from and against all claims, actions, demands, liabilities, damages and costs (including, without limitation, CGM's reasonable attorneys' fees and other costs of defense) (collectively, "Claims") arising from or relating to (a) Your breach of any representation, warranty or obligation under this Agreement; (b) personal bodily injuries, including death, resulting from the gross negligence and/or reckless conduct in providing or delivering medical treatment, advice or other services by You, or any employee, affiliate, agent, principal, shareholder, officer or director; and (c) and intellectual property claims arising out of Your participation in the development of the Work Product. In no event will You be liable to CGM or any CGM Indemnified Party for any Claim caused by the acts or omissions of CGM or any CGM Indemnified Party.

12.2 Indemnification by CGM.

12.2.1 CGM owns all rights, title and interest in and to the Program or has the right to grant a sublicense to any Third-Party Software that You purchase or license from CGM. To the best of CGM's actual knowledge, the Program does not violate or

infringe upon any United States copyright or patent now issued and in effect. CGM is unaware, and CGM does not believe the Program is violating or infringing of any United States copyright or patent now issued and in effect. CGM will indemnify, defend and hold You and Your affiliates, officers, directors, employees, agents, successors and assigns, harmless from and against all third party claims, demands, liabilities, damages and costs including, without limitation, Your reasonable attorneys' fees and other costs of defense, arising from or relating to any claim that the use of the Program, as delivered by CGM to You, infringes a valid United States copyright or patent.

12.2.2 If the Program becomes or, in CGM's reasonable opinion, is likely to become, the subject of a claim for patent or copyright infringement, CGM may, at its option and expense, (i) procure for You the right to continue to use the infringing material; (ii) modify the infringing material so that it becomes non-infringing with no substantial loss of functionality; or (iii) grant You a refund of License Fees actually paid by You for the infringing material, as depreciated on a level basis over a sixty (60) month period.

12.2.3 CGM will not be responsible for any infringement liability, or any claim of infringement, if the infringement arises from or is based on any modifications or alterations made to the Program other than by CGM.

12.2.4 This Section 12.2 contains the entire obligation and liability of CGM to You and any other person claiming through either of them regarding infringement of any form of intellectual property rights.

12.3 The Party seeking indemnification ("Indemnitee") must provide the other Party ("Indemnifying Party") prompt written notice of any knowledge it may have of such an infringement or other indemnity claim, and the Indemnitee must reasonably cooperate in the defense and settlement of any such claim. The Indemnifying Party will have the right to control the defense, negotiation and settlement of any such claim and the Indemnifying Party must pay all damages and costs awarded by a court of competent jurisdiction against You arising out of such claim or the amount of any settlement to which the Indemnifying Party may agree.

13. TERM AND TERMINATION.

13.1 Term. The initial term of this Agreement commences on the Effective Date of this Agreement and continues, starting from the earliest Go-Live Date for any product or service on Exhibit A to this Agreement, for the duration of the term set forth in Exhibit A ("Initial Term"). Subject to Sections 13.2 and 13.3, upon completion of the Initial Term, this Agreement will renew for successive terms of twelve (12) months, unless cancelled by either Party sixty (60) calendar days prior to the end of the then-current term.

13.2 Termination for Cause. Either Party has the right to terminate this Agreement in the event of a material breach of this Agreement by the other Party; provided, however, that the non-breaching Party must provide to the allegedly breaching Party thirty (30) calendar days' written notice of its intent to terminate this Agreement due to a breach, and the allegedly breaching Party will have thirty (30) calendar days in which to cure the alleged breach before termination of this Agreement is effective. Non-payment of undisputed invoices or other amounts due to CGM is a material breach of this Agreement, and CGM reserves the right to immediately terminate this Agreement or suspend Your access to support and/or Programs, with or without prior notice to You, for any such failure to timely pay undisputed amounts. In the event of such a suspension of access, CGM may, at its sole discretion, provide You with an alternative way to access your data ("Viewer"). You agree to pay CGM's then current rate for Viewer immediately upon receiving CGM's invoice for Viewer. You may also choose to have your data converted in a format convenient for you ("Data Transfer") and made available for you after you pay a 100% deposit for such Data Transfer at then current CGM's pricing for such services.

13.3 Sunsetting Policy. As CGM focuses on supporting rapidly-changing technologies, and on innovating to provide customers with the most stable and useful set of products possible, products may go through major updates or be replaced with newer products. As new versions, products and services are introduced, CGM actively plans for sunset of older software versions as well as specific product lines. CGM's sunset policy is designed to help customers better manage the transition when a product reaches the end of its life and to outline the role that CGM can play in helping to migrate customers to alternative available technologies. Pursuant to CGM's sunset policy, CGM reserves the right to discontinue any Program at any time, upon a minimum of six (6) months' notice to You. Sunsetting of a Program will result in termination of Program Maintenance, hosting services, and non-perpetual licenses

with respect to the discontinued Program. No defects will be corrected after a Program has been sunsetted and no new features or enhancements will be added. If CGM sunsets Your Program, CGM reserves the right to migrate You to an alternative available technology. After sunsetting, neither Party will have any further obligation to the other with respect to the sunsetted Program. Nothing contained in this Section relieves You of Your obligation to pay for Program Maintenance or other charges or fees applicable to the sunsetted Program accrued but unpaid prior to termination. All pre-paid fees or charges for a sunsetted Program will be credited to Your account.

13.4 Effect of Termination. It is understood and agreed that termination or expiration of this Agreement will not relieve either Party of any obligations under this Agreement that by their terms continue after the date of termination or expiration. Further, upon the termination or expiration of this Agreement, the following terms will apply:

13.4.1 Each Party will make payment to the other Party of all fees or amounts due and payable at the time of such expiration or termination. Fees will not be prorated for partial months.

13.4.2 Your rights to continue to receive Program Maintenance and Services under this Agreement will cease. In the event You acquired a subscription license, You must immediately cease using the Program.

13.4.3 Other than for a termination due to non-payment of undisputed amounts owed, in the event You receive EDI Services under this Agreement, You will transmit Your final claims to CGM on or before the date of termination or expiration. However, this Agreement will not terminate with respect to EDI Services until thirty (30) calendar days after that date of termination or expiration. You understand You are responsible for all costs associated with the delivery and processing of any statements or remittances after Your final claims are transmitted to and processed by CGM. This subsection will survive termination of this Agreement.

13.4.4 The provisions of Section 13.4.3 do not apply to a termination of this Agreement for failure to cure a material breach due to non-payment. In the event of termination due to non-payment, from the effective date of such termination, Your EDI Services will be terminated immediately and CGM will have no obligation to process any transactions submitted by You.

13.5 If the system initial software implementation is not deployed with one year of the Effective Date of this Agreement due to no fault of CGM, CGM may elect to terminate this Agreement with 30 days' notice.

14. GENERAL.

14.1.1 Price Changes. Once during each calendar year of the term, You agree and understand that CGM may adjust any monthly, annual or periodic fees described in Exhibit A to this Agreement. In addition, if at any time CGM adds any additional Third-Party Software to the program, or any supplier of Third-Party Software included in the Program increases its fees or imposes any additional charges for its product, including charges for any updates, then CGM may pass such actual fees and other charges incurred by CGM for such Third-Party Software to You upon thirty (30) calendar days advance written notice to You, and You agree to pay CGM for such actual amounts. The Parties agree and understand that CGM will use reasonable commercial efforts to negotiate the lowest possible fees of any supplier of Third-Party Software. If CGM does not implement a permitted price increase during any particular permitted period, then that will not be construed as a waiver of CGM's right to implement such permitted price increase at a later date. For fees charged on a per-Provider basis, such fees are subject to change based on increases in the number of Providers.

14.2 Limitation on Claims. Neither Party may bring a legal action against the other that arises out of or relates to this Agreement more than one (1) year after the cause of action or claim arose.

14.3 Entire Agreement; Amendment and Waiver. The Agreement, and the exhibits attached to this Agreement, constitute the entire agreement between the Parties and supersede all prior understandings and agreements, whether written or oral, that may relate to the subject matter of this Agreement. Any term of this Agreement may be amended, modified, or waived only with the written consent of the Parties or their respective permitted successors and assigns in a separate written Addendum, and any such valid amendment or waiver, pursuant to this Section 14.2, will be binding upon the Parties and their respective successors and assigns. In the event of a conflict between this Exhibit C and any other exhibit to this Agreement,

Exhibit C will control, unless expressly stated otherwise in the other exhibit. Third Party products may be provided to You pursuant to separate agreements between You and such third party.

14.4 Relationship of Parties. The Parties agree that, in performing this Agreement, CGM is acting as an independent contractor. CGM assumes no liability or responsibility for Your obligations with respect to any other person. Nothing in this Agreement will be construed to make CGM a partner, joint venturer or employee of the other Party. Nothing in this Agreement will be construed to make CGM responsible for complying with any disclosure, reporting or other requirement of Your business or operations.

14.5 Governing Law. Except as otherwise required by law, the Agreement and all disputes arising under or related to it are governed by the laws of the State of Arizona, without regard to choice of law principles that would allow the application of another state's law. The Parties agree that any action or proceeding relating to this Agreement must be initiated in a state or federal court in Maricopa County, Arizona, and the Parties will submit without objection to the jurisdiction of the State of Arizona with respect to such action or proceeding. In any action or proceeding pursuant to this Agreement, the court will award to the prevailing Party all of such Party's costs related to the controversy (including without limitation attorneys' fees and out-of-pocket expenses). **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

14.6 Assignment; Successors and Assigns. You shall not assign any of Your rights, obligations or privileges (by operation of law or otherwise) under this Agreement without the prior written consent of CGM, which consent will not be unreasonably withheld. CGM may assign its rights, obligations, and privileges under this Agreement at CGM's sole discretion, after written notice to You. This Agreement will be binding upon and inure to the benefit of the Parties, and their legal representatives, permitted transferees, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties to this Agreement, or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

14.7 No Unintended Beneficiaries. No person or entity is intended as third party beneficiary of this Agreement. No person or entity (other than the Parties to this Agreement and their respective successors and permitted assigns) will have any right to enforce any term of this Agreement.

14.8 Security Interest in Hardware; Transfer of Title and Risk of Loss. To the extent an Exhibit identifies any Hardware, You hereby grant to CGM a first priority purchase money security interest in all Hardware that CGM sells to You until You have paid in full all amounts due and owing to CGM for such hardware. Except for CGM's security interest (if applicable) in such Hardware, title and all risk of loss related to such Hardware passes to You upon the delivery of the Hardware to Your shipping agent.

14.9 Invalidity. If any provision of this Agreement, in whole or in part, is found to be invalid for any reason, such invalidity will affect only the portion of such provision which will be invalid and in all other respects this Agreement will stand as if such invalid provision, or any invalid portion thereof, had not been a part hereof, provided, however, that if without such invalid provision the fundamental mutual objectives of the Parties cannot be achieved, then either Party may terminate this Agreement without penalty by written notice to the other.

14.10 Notices. All Notices required or permitted to be given by this Agreement must be made in writing and sent by a recognized overnight commercial delivery or certified U.S. mail to the address for the respective Party shown on the first page of this Agreement or such other address as either Party may specify from time to time in writing. Notices to CGM must be sent to the attention of the Legal Department.

14.11 Miscellaneous. The Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original but all of which together will constitute one and the same instrument. Any signature page delivered by confirmed facsimile or electronic image transmission (including in the form of a PDF file) are binding to the same extent as an original signature page. Headings used in this Agreement are provided for convenience only and will not be used to construe

meaning or intent. The Parties will not be liable for any failure or delay in the performance of their obligations under this Agreement for any cause beyond their reasonable control including, without limitation, acts of God, fire or other disaster, or telecommunications, power, or internet failure. The occurrence of any such event will toll the time period provided in this Agreement for performance by the affected Party. Notwithstanding any other provision of this Agreement, neither Party will be liable to the other Party for any consequential, indirect, incidental or special damages of any kind.

15. PRODUCT-SPECIFIC TERMS AND CONDITIONS (APPLICABLE ONLY TO PRODUCT(S) APPEARING ON EXHIBIT A).

15.1 webReminder.

15.1.1 CGM grants You a non-exclusive, non-transferable license to use webReminder.

15.1.2 CGM or its business partner will cause automated appointment confirmation telephone calls to be made to Your patients (the "Calls") prior to the patients' appointments with You. You must provide to CGM the information necessary to make the Calls, including but not limited to the patient's name, telephone number, and appointment date and time. CGM or its business partner will attempt to call patients up to 15 times. FCC regulations preclude more than 15 attempts per day to one telephone number. CGM or its business partner will work with You in setting up messages reasonable for Your patients and in compliance with known laws. A message will be recorded for first reminder calls, regardless of type of visit.

15.1.3 You acknowledge that while CGM provides interfacing and customer support, actual calling Services are provided by CallPointe.com, a Delaware corporation doing business in Tucson, Arizona.

15.2 webCoder.

15.2.1 CGM, as a licensed reseller for MedAssets Net Revenue Systems, LLC ("MedAssets") and the American Medical Association ("AMA"), licenses You to use Current Procedural Terminology ("CPT") content as contained in CompuGroup Medical, Inc.'s webCoder product, subject to these product-specific terms and conditions and the additional Terms and Conditions applicable to webCoder set forth in Exhibit E.

15.2.2 CGM offers both on-line website-based software ("WebSite webCoder") and an integrated interface ("Integrated webCoder"), for validating coding and compliance with respect to professional and institutional health care claims. Integrated webCoder may be accessed real-time during charge posting. You can initiate Integrated webCoder to determine when automated coding analysis will take place.

15.2.3 CGM will provide remote and/or virtual training on webCoder, as set forth on Exhibit A. On-site training is offered in accordance with CGM's standard fees and terms.

15.2.4 You acknowledge that while CGM provides interfacing and customer support, actual coding results are provided by MedAssets Net Revenue Systems, LLC ("MedAssets"), a Delaware limited liability corporation doing business in Alpharetta, Georgia, and that CGM has no liability for the accuracy of the data or coding results beyond commonly accepted due diligence practices.

15.3 AMA Code Set(s).

15.3.1 The AMA's Code Set(s) are (collectively) Current Procedural Terminology, Version 4 ("CPT"), International Classification of Disease ("ICD"), Version 9 and Version 10, and Healthcare Common Procedure Coding System ("HCPCS"). CGM hereby sub-licenses to You the Code Set(s) shown on Exhibit A, subject to these product-specific terms and conditions and the additional Terms and Conditions applicable to webPRACTICE AMA Code Set(s) set forth in Exhibit E.

15.3.2 Code Set(s) will be loaded in all available databases unless otherwise specified.

15.3.3 Each Code Set is licensed individually on a per user basis as set forth in Exhibit A, and each user that is able to access the Code Set through the Program must be licensed for that Code Set.

15.4 webPay.

15.4.1 The webPay Patient Collection System ("webPay") is provided by CompuGroup Medical, Inc. ("CGM") and mPay Gateway, Inc. ("mPay"). CGM grants You a non-exclusive, non-transferable license to use webPay.

15.4.2 webPay allows (a) payment authorization on patient payment cards; (b) access to payment settlement processing services following the receipt of advice remittance; (c) payment processing for Visa, MasterCard, American Express, and Discover cards; and (d) charge back processing, statements and related services. CGM or its business partner will provide You with a Merchant Packet containing additional terms and conditions applicable to webPay. mPay will provide You with the necessary hardware (USB Card Swipe terminal) to operate webPay.

15.4.3 By agreeing to use webPay, You commit to the exclusive use of webPay to process all credit and debit card transactions, both delayed and immediate. You agree to assign dedicated resources to meet the needs of the implementation plan set forth in the Merchant Packet. You agree to educate Your staff about webPay, and prepare Your staff for needed changes to processes. You agree to complete an application for, and execute a standard merchant agreement with, webPay's merchant card processor.

15.4.4 You will pay implementation fees as set forth in Exhibit A and standard card processing fees plus delayed settlement gateway fees as set forth in the Merchant Packet.

15.5 CGM DAQbilling.

15.5.1 Definitions. The following definitions apply specifically to DAQbilling:

- *Claim*. An Encounter that is submitted to CGM for billing to a third party payer, including primary, secondary or tertiary insurance carriers.
- *Encounter*. A charge that is created relating to services rendered by a provider, whether submitted to CGM for billing or not. These charges are created in the "Create Encounter" section of CGM DAQbilling®. This information may include diagnoses and procedures for a specific patient for a specific date(s) of service. The software creates a unique number (Encounter ID) for each of these transactions. The maximum number of procedures stored within a single transaction is six (6).
- *Resubmitted Claim*. The same Encounter re-submitted to the same third party payer.
- *Schema*. Individual secure and segmented data structure through which DAQbilling® functions. Each customer account at a billing service will have a corresponding Schema.

15.5.2 Claim Pricing Model Options. If You select the Per Encounter rate, You will be charged monthly based on the total Encounters (not Claims) You generate in the prior calendar month. If You select the Flat Monthly Rate, each Encounter that exceeds the maximum Encounter volume allotment will be subject to the per Encounter Rate specified in Exhibit A.

15.6 LabDAQ.

15.6.1 CUSTOMER RESPONSIBILITIES: You agree to the following: (1) operate LabDAQ in accordance with, and in an environment meeting, the specifications set forth in the LabDAQ Operator's Manual; (2) protect the supply of electricity to the hardware on which the LabDAQ is installed through the use of surge protection devices; (3) follow all instructions contained in the LabDAQ Operator's Manual; (4) promptly report to CGM all diagnostic messages reported by the LabDAQ; (5) not request or permit anyone other than CGM to modify, or to perform any repair and/or maintenance services on the LabDAQ; (6) perform such diagnostic procedures or programs as requested by CGM; (7) make available to CGM all information, facilities and assistance reasonably required by CGM to perform its duties under this Agreement; and (8) be solely responsible for maintaining backup and archival copies of the LabDAQ and all data utilized in connection with the LabDAQ.

15.6.2 The installation of CGM LabDAQ includes all applicable software to provide a functional laboratory information system. If an interface is included, CGM will verify that the interface components provided by CGM are functioning correctly in accordance with CGM's specifications. If an interface is not functioning correctly due to a component provided by another vendor or the third party system is not yet implemented and the LabDAQ system is functional, You will not delay final payment of the CGM LabDAQ system. It is Your responsibility to contact the vendor in order to assure that the interface is in working order and that all software and components necessary to complete the interface are available. You are responsible for providing virus, spy-ware and any other protective measures including ongoing operating system and other updates that you deem necessary.

15.6.3 RETURNS OR EXCHANGES: All Hardware returned to CGM for warranty service or any other reason must be shipped pre-paid and You must have obtained a Return Authorization Number prior to return shipment. Returns for refund will be accepted only if actually received by CGM within thirty (30) days from the installation date or six (6) months from contract authorization, whichever happens first. All hardware and/or CGM LabDAQ returned for refund must be in original, new condition and shipped in the original packaging, including all provided documentation and accessories. A restocking fee of 15% will be charged to You for all hardware returns. CGM reserves the right to refuse any return not meeting the above requirements. Hardware returns which are not timely received, or which are received incomplete, may only be accepted for exchange of defective product under the terms of this Agreement. Training and travel expenses are non-refundable.

15.6.4 Rescheduling Fee. If for any reason You need to reschedule the installation there is a \$500.00 rescheduling fee. This fee is applied for any date changes once a signed Installation Confirmation is received.

15.6.5 CGM reserves the right to charge Maintenance Reinstatement Fee in its sole discretion.

15.7 LABNEXUS.

15.7.1 You are responsible for charges by an Organization's or Provider's third-party EHR system that may be incurred as a result of interfacing to said EHR system and/or for any modifications that may be required within said EHR system. CompuGroup Medical is not responsible for future changes that may be made to the EHR system(s) of the Organization(s) and Provider(s) interfacing with You through CGM Labnexus that may adversely affect the CGM Labnexus interface. You are responsible for any costs incurred due to changes in these EHR systems that adversely affect the CGM Labnexus interface. You are also responsible for any costs incurred due to adverse effects on the CGM Labnexus interface caused by any modifications made by anyone other than CGM or its employees or agents to the interface or to Providers' or Organizations' EHR systems. CGM reserves the right to charge on an hourly basis at prevailing rates for resolving these types of issues.

15.7.2 As a courtesy to you, CGM reserves the right to change Your pricing model from "per provider" basis to "unlimited" basis and vice versa, if CGM determines, in its sole discretion, that You will benefit from such change.

15.8 INTERFACE DEVELOPMENT.

15.8.1 Pre-Development Phase. CGM will not begin the Pre-Development Phase unless and until You has acknowledged and agreed in writing to the Interface Statement of Work for the Pre-Development Phase. During the Pre-Development Phase, CGM will evaluate the needs for the Interface and prepare a written Statement of Work for the Development Phase. CGM may choose to start development without going through Pre-Development Phase in its sole discretion.

15.8.2 Development Phase. CGM will not begin development of the Interface and You shall not have any rights to the Interface described in this Agreement unless and until You has acknowledged and agreed in writing to Statement of Work for the Development Phase. During the Development Phase, CGM will develop and implement the Interface on the terms and conditions described in the Statement of Work for the Development Phase and this Agreement.