

EXHIBIT C: COMPUGROUP MEDICAL, INC LAB DIVISION TERMS AND CONDITIONS

1. DEFINITIONS.

1.1. "Agreement", means the Software and License Agreement that You have executed with CGM for either products and/or services and to which the terms and conditions of this Exhibit "C" apply.

1.2. "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 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.

1.3. "CGM Laboratory Information System", means the proprietary Laboratory Information System installed by CGM, and may include CGM LABDAQ, CGM LABNEXUS, CGM SCHUYLAB, CGM SCHUYNET and associated modules.

1.4. "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.

1.5. "Direct Payment(s)", are payments charged to your credit card, ACH or wire transfer as authorized by Exhibit "B" attached hereto.

1.6. "Delivery of CGM Software", means when CGM has provided You access to the CGM Software that You purchased or licensed on Exhibit "A" to this Agreement.

1.7. "Effective Date", means the date the Software License and Services Agreement or Addendum is signed by You.

1.8. "Encounter", means patient order directly keyed into the software or created by a client interface.

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

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

1.11. "Interface", means the customized software application interface that CGM develops under this Agreement to enable CGM Software to connect to non-CGM software that is installed on Your computer hardware or systems as further described on Exhibit "A" and Interface Statement of Work.

1.12. "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.

1.13. "Notice of Default", means written notice given to You by CGM of your failure to pay any undisputed amounts under the terms of this Agreement and providing You with a specific period of time within which to timely cure your default.

1.14. "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.

1.15. "Products", means any products, including goods such as third party computer and non-computer hardware or hardware that contains third-party components provided by CGM that is purchased or licensed by You from CGM.

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

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

1.18. "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".

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

1.20. "Services", means any service performed by CGM under the terms of this Agreement or under an exhibit to this Agreement.

1.21. "Standard Business Hours", means the customer service and technical support hours detailed [here](#), Monday through Friday, excluding weekends and holidays. CGM currently observes the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, and Christmas Day, but reserves the right to add additional holidays without notice to You.

1.22. "Third-Party Payer", means an individual, entity, or institution that agrees to pay CGM on Your behalf for Products and Services rendered to You.

1.23. "Third-Party Software", means software or data provided to CGM by a third party and that CGM is authorized to license, 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.

1.24. "Written Notice", is defined within Section 13.10 of this Exhibit "C".

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 for the period specified on the Exhibit "A" ("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 paid 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 an Annual License for any computer program or service, Your License rights are revocable and shall be activated each year if You take all actions necessary for activation as required by CGM. 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 unless CGM has provided its prior written consent.

3. PAYMENT OF FEES.

3.1. All payments to CGM shall be made in United States dollars. Your obligation to make all payments to CGM under the terms of this agreement shall be absolute and unconditional.

3.2. Deposits. CGM, in its sole discretion, may require a standard deposit from You for the products and Services described in Exhibit "A" upon execution of this Agreement. CGM will charge your direct payment method and/or invoice You for the balance of the products and Services described in Exhibit "A". Additional payment terms may be stated on Exhibit "A", in which case Exhibit "A" shall control. A timeout mechanism may be implemented and system may require periodic updates while payment plan is in effect. A pro-rated deposit credit is applied to each incremental invoice. Deposits shall be due at the time of the execution of this Agreement unless otherwise stated in Exhibit A.

3.3. Fees.

3.3.1. License and Service Fees. License and service fees for each product or service on Exhibit "A", will commence upon the Delivery of CGM Software for each product or service on Exhibit "A". Fees are charged in advance annually, monthly or as a one-time fee pursuant to the type of license (i.e: Annual License, Subscription License or Purchase License) and as specified further on the Exhibit "A". Invoices are generated incrementally as products and services are delivered and are due and payable upon receipt. If Exhibit "A" contains special payment terms, fees are due and payable on the provided schedule regardless of the delivery schedule of CGM products and services. You must pay automatically via Direct Payment or other CGM approved method. CGM reserves the right to invoice ninety (90) calendar days from the Effective Date of the Agreement in the event CGM is unable to deliver purchased products and services due to no fault of CGM. Payments via check may be allowed at CGM's sole discretion.

3.3.2. Hosting Fees. If You select products or services that require separate hosting fees, the fees will commence on the Delivery of CGM Software for each product or service on Exhibit "A". You must pay automatically via Direct Payment or other CGM approved method.

3.3.3. Additional Licenses, Products and Services. Fees for any subsequently-purchased products or services, will be based on the list price of such purchased product(s) or services.

3.3.4. Implementation Cost Recovery. If this Agreement is cancelled or modified by You in a way that reduces the value of the executed 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 and/or expenses incurred.

3.3.5. Implementation Delays. In the event Delivery of CGM Software has not commenced after ninety (90) calendar days after the Effective Date of this Agreement, You agree CGM may, in its sole and absolute discretion, either invoice or charge your credit card or another method of Direct Payment, a fee of One Thousand Dollars (\$1,000) for each month Delivery of CGM of Software has not commenced. CGM may also elect to charge You the full installation amount as well as start charging You any recurring fees.

3.3.6. Rescheduling Fee. If for any reason You need to reschedule the implementation or delivery of CGM products and/or services there is a One Thousand Two Hundred Dollar (\$1,200.00) rescheduling fee. This fee is applied for any date changes once a signed installation confirmation is received.

3.3.7. Refunds and/or Exchanges. No refunds or exchanges are permitted. Any undelivered items ninety (90) days from the Effective Date of the Agreement may be cancelled by CGM and You could be invoiced

for the full amount of the Agreement.

3.3.8. Administrative Fee. CGM reserves the right to charge a reasonable administrative fee for the request of document copies from prior years or two (2) or more requests for financial account reconciliation or statement of account in a calendar year.

3.4. Transaction-Based Services

3.4.1. Invoicing and Deposits. Transaction-based Services will be either invoiced or charged to your credit card or another method of Direct Payment as they are incurred.

3.4.2. CGM Laboratory Information System. 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. CGM is not responsible for future changes that may be made to the EHR system(s) of the Organization(s) and/or Provider(s) interfacing with You through CGM Laboratory Information System that may adversely affect the CGM Laboratory Information System interface. You are responsible for any costs incurred due to changes in these EHR systems that adversely affect the CGM Laboratory Information System interface. You are also responsible for any costs incurred due to adverse effects on the CGM Laboratory Information System 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.

3.5. Payment of Fees

3.5.1. Payment Method. Except as stated in Section 3.2.1, 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.

3.5.2. Payment Disputes. If You dispute an amount due, You must provide a Written Notice to CGM's Customer Service Department Complaints division as further explained in the Written Notice Section 13.10.2 below, 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. Within thirty (30) calendar days upon receipt of Your written, detailed description of the alleged payment dispute, CGM shall determine, in its sole discretion, whether Your claim has merit and will be accepted. Disputes that are not accepted by CGM shall automatically be converted into an undisputed status. This section is not applicable to cancellation Program Maintenance line items related to Sections 5.5.2 or 7.3 of the Agreement.

3.5.3. 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.

3.5.4. Effects of Default. If any undisputed amount remains unpaid for more than forty-five (45) 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 Transaction-Based Services, with or without further notice to You, until Your account is made current. Upon Notice of Default, CGM shall continue to invoice You for all Programs and/or Services, even if Your access to said Programs and/or Services has been disabled. If the amount owed remains unpaid for more than ninety (90) calendar days after the initial Notice of Default, CGM may, upon written notice to You, immediately declare due and payable the full amount owed under Your account, plus all accrued interest thereon. You agree that upon CGM's declaration of acceleration, such unpaid amounts, plus all accrued interest thereon, shall be immediately due and payable.

3.5.5. Third-Party Payer. Where a third party is the designated party for payment of fees under the Agreement, You agree You shall be solely responsible for ensuring payment of all fees owed to CGM by the Third Party Payer. You agree that if Third Party Payer, its

representatives, heirs, and assigns fail to make any payment of fees owed to CGM in accordance to the terms of this Agreement, You shall assume the responsibility and make immediate payment of said fees to CGM. You shall be reimbursed by CGM for any fees paid on behalf of Third Party Payer when payment of all fees owed is received and paid in full by Third Party Payer.

4. INSTALLATION AND DELIVERY OF CGM SOFTWARE AND INTERFACES

4.1. 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) CGM has provided You with a Uniform Resource Locator (URL) to the Program (if applicable); and (b) 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 shall deem installations successfully completed upon the earlier of (i) first actual use of the Program; or (ii) Delivery of CGM Software, regardless of whether installation is complete; or (iii) for CGM CGM Laboratory Information System products only - thirty (30) calendar days from the date of actual delivery to You of the Software and Hardware, regardless of Your production use.

4.2. The installation of CGM Laboratory Information System 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 an add-on component provided by another third party vendor or the third party system is not yet implemented and the CGM Laboratory Information System is functional, You may not delay final payment of the CGM Laboratory Information System. It is Your responsibility to contact the third party vendor in order to assure that the add-on interface is in working order and that all of the third party vendor's software and components necessary to complete the interface are available and functioning correctly with the CGM Laboratory Information System. You are responsible for providing anti-virus, anti-spy-ware and any other protective measures including updating Your operating system and other updates that are necessary.

4.3. Custom Interface Configuration

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

5. PROGRAM SUPPORT/MAINTENANCE

5.1. Program Maintenance. Subject to Section 5.2 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. You are eligible for Extended 24/7 Support services at an additional fee. Access to web services and websites require a valid subscription to an Internet Service Provider ("ISP") that is not included in this Agreement and must be obtained by You. Program Maintenance will include only those in-version updates which CGM generally makes available and provides to its customers at no cost, in CGM's sole discretion. CGM will provide all other updates and any Professional Services or other ancillary services associated with upgrading to a new update to You at CGM's then-current applicable rates. 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 then-current version in accordance with the terms of this Agreement. CGM may, in its sole discretion, provide

Program Maintenance for earlier versions, and may charge additional fees for doing so.

5.2. CGM, in its sole discretion, reserves the right to charge a Maintenance Reinstatement Fee.

5.3. Program Maintenance Coverage. Program Maintenance Coverage applies only to the CGM Software as outlined on Exhibit "A". Program Maintenance coverage does not include support for Third-Party Software or for other third-Party products or services. 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.

5.4. Further Exclusions from Program Maintenance. This Section 5.4 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 then-current rates during mutually-agreed hours and are subject to change without notice.

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

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

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

5.4.4. Training on third party products, services or data.

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

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

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

5.4.8. 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.

5.4.9. 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.

5.4.10. 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.

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

5.4.12. Any services that require an on-site visit by CGM.

5.4.13. Server migrations. For purposes of clarity, "server migration" is the act of moving your CGM software server data along with all its modules from one server to another.

5.4.14. Any issues resulting from Your failure to maintain anti-virus, anti-spy-ware and any other protective measures including ongoing operating system and other updates.

5.4.15. Program Maintenance Initial Term. The Program Maintenance Initial Term for each applicable Program will commence at the Delivery of CGM Software for each Program on Exhibit "A" and will end at the end of the Initial Term as defined in Section 12.1 of this Agreement.

5.5. Program Maintenance Renewal and Cancellation

5.5.1. For CGM-Hosted Programs. After the Program Maintenance Initial Term ends, Program Maintenance will automatically renew for consecutive twelve (12) month terms in accordance with the terms in effect at the time of the renewal as long as CGM hosts the Program for Your benefit. You may not cancel Program Maintenance for CGM-Hosted Programs, unless you simultaneously cancel the hosting agreement ninety (90) calendar days prior to end of the successive Term.

5.5.2. For Self-Hosted Programs on a Subscription or Annual License. After the Program Maintenance Initial Term ends, Program Maintenance will automatically renew for consecutive twelve (12) month terms for Your Subscription or Annual License. You may not cancel Program Maintenance for Self-Hosted Programs or subscription or annual licenses, unless you simultaneously cancel the hosting agreement ninety (90) calendar days prior to end of the successive Term.

5.5.3. For Self-Hosted Programs on a Purchase License. If CGM does not host the Program for You 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 in accordance with the Notice section requirements below ninety (90) calendar days prior to the end of the successive Term. You are still responsible for all payments up the end of the successive Term. The Parties agree, understand, and acknowledge that cancellation (including cancellation for non-payment) 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 (1) 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.

5.6. Program Maintenance for Additional products. 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. If You are invoiced annually for Program Maintenance, you will receive a prorated invoice for newly delivered products. Subject to Sections 5.5 and 13.10, You may terminate a Program Maintenance line item.

6. REPRESENTATIONS, WARRANTIES, AND LIABILITY

6.1. Mutual Representations. Each party represents (i) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under the Agreement, and (ii) the execution of the Agreement by its representative who submitted the Agreement has been duly authorized by all necessary corporate or

6.2. 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 5.4, 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.

6.3. 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.

6.4. Disclaimer of Warranty. The warranty set forth above in Section 6.1 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, merchant ability 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.

6.5. 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 6.2 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. In any event CGM will not be liable for any damages exceeding the Program Maintenance fees paid under this Agreement during the twelve (12) months preceding the claim invoking this provision.

7. HARDWARE MAINTENANCE

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

7.1.1. 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. See Section 5.4.8 above.

7.1.2. 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.

7.1.3. 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 supply a replacement part or Hardware to You, if appropriate. 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 (e.g., UPS, FedEx, or USPS).

7.1.4. You shall not 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).

7.1.5. 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.

7.1.6. 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. All eligible Hardware purchased from CGM and returned to CGM for warranty service must be shipped pre-paid and You must have obtained a Return Authorization Number prior to return shipment.

7.1.7. For purposes of this Agreement, a "server migration" is the act of moving your CGM software server data along with all its modules from one server to another as defined in Section 5.4.13 above. CGM shall provide one (1) server migration to You per twelve (12) month term, provided that the new server is one purchased from CGM.

7.1.8. CGM will perform the server migration during the normal Business Hours of 9AM to 1PM EST M-F; however, if You wish to schedule Your server migration outside of normal Business Hours, extra fees will apply.

7.2. Hardware Maintenance Initial Term. The Hardware Maintenance Initial Term will commence at Delivery of CGM Software onto the Hardware You purchased from CGM and will end twelve (12) months later.

7.3. 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 ninety (90) calendar days prior to the end of the successive Term.

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

8.1. 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.

8.2. Use of Services. You agree to use the Program and Services to

access CGM's website only for their intended purposes. You may not access or use the Program and 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").

8.3. 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.

8.4. The Parties acknowledge and agree that You may be a Covered Entity and CGM may be a "Business Associate" as such term is defined under HIPAA. Furthermore, each Party acknowledges and understands that the certain Products and Services requires the use and disclosure of protected health information ("PHI") as defined under HIPAA or Personally Identifiable Information ("PII"). By executing the Agreement, the Parties agree to the terms of CGM's Business Associate Agreement ("BAA"). If a conflict exists between the terms and conditions of the Agreement and those of the BAA, the terms and conditions of the BAA will control with respect to the treatment of PHI. Should You not be considered a Covered Entity under HIPAA and not be required to agree and execute CGM's BAA, You shall still be required to comply with all applicable international and U.S. federal and state privacy laws, and any other applicable rules and regulations under the law and under the Agreement.

8.5. Unless expressly provided otherwise in writing, each Party shall only use PHI as authorized under the Agreement and in accordance with the BAA. Provider hereby grants a perpetual non-exclusive, transferable, sublicensable, royalty free world-wide license to CGM to use PHI on an anonymized and de-identified basis consistent with 45 CFR 164.514(b) to the fullest extent allowed under law.

8.6. Non-PHI Data. As between CGM and Provider, Provider owns all right, title, and interest in and to any non-PHI data that is collected by CGM from Provider or its Authorized Users, and in connection with their use of certain Products and Services ("Provider Data"). To the fullest extent permissible under applicable law, Provider grants to CGM a perpetual non-exclusive, transferable, sublicensable, royalty free world-wide license to use Provider Data (i) to provide the Product or Services, and (ii) as necessary to monitor and improve the Product or Services.

9. PROPRIETARY RIGHTS

9.1. 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 nor a work made for hire.

9.2. 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.

10. CONFIDENTIALITY

10.1. 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 10.1 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).

10.2. The Parties acknowledge and agree that each Party's confidential information is proprietary and integral to such Party's business and 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 contemplated herein, as otherwise necessary to perform its duties hereunder, or expressly permitted by this Agreement or by the other Party. Notwithstanding the foregoing, confidential information does not include information that (i) is or became generally available to the public, (ii) was in its possession or known by the receiving party prior to receipt from the disclosing party, (iii) was rightfully disclosed to the receiving party without restriction by a third party, (iv) was independently developed by the receiving party without use of any, or (v) is required to be disclosed by law.

10.3. The obligation of the Parties under this Section 10.0 will continue in effect as to any confidential information for three (3) 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.

11. INDEMNIFICATION

11.1. 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. CGM shall provide You with prompt written notice of any knowledge it may have of such an infringement or other indemnity claim, and that CGM shall reasonably cooperate in the defense and settlement of any such claim. You have the right to control the defense, negotiation and settlement of any such claim. 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.

11.2. Indemnification by CGM

11.2.1. 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 copyrights or patents 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, provided that (i) You notify CGM in writing of such infringement Claims within ten (10) days of receiving notice of same, (ii) CGM has sole control of the defense of such infringement Claims and all related settlement negotiations, and (iii) You provide all reasonable assistance, information, authority and cooperation reasonably requested by CGM.

11.2.2. 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; or (iv) terminate the Agreement.

11.2.3. CGM will not be responsible for any infringement liability, or any claim of infringement, if (i) the infringement arises from or is based on any modifications or alterations made to the Program other than by CGM; (ii) the use of any part of the CGM Software, Program, Product, or Services in combination with any product, service or activity not furnished, performed, recommended in writing, or approved in writing by CGM; (iii) the use of the CGM Software, Program, Product or Services in violation of the Agreement; (iv) the use of the CGM Software or Program was not updated to the latest version offered by CGM, where the latest version incorporates modifications that, in CGM's opinion, avoid the infringement claim; or (v) third party content supplied or transmitted by You or Your users of the CGM Software, Program, Product, or Services

11.2.4. This Section 11.2 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. In any case CGM's liability should not exceed the amount paid by You to CGM within twelve (12) months preceding the written notification about the claim that invoked this indemnification obligation.

11.3. The Indemnifying Party must pay all damages and costs awarded by a court of competent jurisdiction against or arising out of such claim or the amount of any settlement to which the Indemnifying Party may agree.

12. TERM AND TERMINATION

12.1. Term. The initial term ("Initial Term") of this Agreement is set forth on Exhibit A of this Agreement. The date of the Initial Term shall be the date in which CGM has provided You access to the CGM Software that You purchased or licensed on Exhibit "A" to this Agreement ("Delivery of CGM Software"). Subject to Sections 12.2, 12.3, and 12.4 neither Party may cancel this Agreement prior to the completion of the Initial Term. Upon completion of the Initial Term, this Agreement will renew for successive Terms of twelve (12) months each year after the Initial Term, unless cancelled by written notice, subject to Section 13.10., received ninety (90) calendar days prior to the end of the then current Term.

12.2. 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, or for any breach involving failure to pay any fees when due; or (ii) voluntarily or involuntarily filing a petition in bankruptcy which is not dismissed within sixty (60) days or makes a general assignment for the

benefit of its creditors; provided, however, that the non-breaching Party must provide to the allegedly breaching Party thirty (30) calendar days' written notice detailing the issues comprising the breach, and of its intent to terminate this Agreement due to a breach. The allegedly breaching Party will have thirty (30) calendar days unless the Parties agree otherwise in which to cure the alleged breach before termination of this Agreement is effective.

12.3. Suspension of Services. CGM reserves the right to investigate suspected violations of this Agreement. These violations may be considered a material breach of the Agreement. CGM may suspend Services, or when applicable, Your ability to fully utilize the CGM Software and Program, without credit, at any time, and with or without prior notice to You if (a) Your use of the CGM Software and Program or Services breaches the Agreement or poses a threat to the performance, integrity, privacy or security of CGM's Software, Program, Services or network; or (b) payment of any undisputed fees or outstanding balance is more than thirty (30) days overdue. CGM's right to suspend the Services and limit Your Full Access to the CGM Software or Program is in addition to any other rights and remedies (including termination rights), CGM may have. Any suspension or limitation imposed in accordance with this Section will not suspend the accrual of fees nor relieve You of Your obligation to pay fees due. In the event of such a suspension or limitation of access, CGM shall provide You with Read Only Access to access your data. To restore Full Access, You must pay all outstanding amounts on the account or agree to a payment arrangement approved by CGM. You may also be subject to a charge at CGM's then current rate to convert Your View Only back to Full Access. 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. CGM shall have no liability for any losses, expenses, costs or liabilities incurred by You during or as a result of any suspension pursuant to this Section.

12.4. Sunset 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 sun setting, 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.

12.5. 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:

12.5.1. 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.

12.5.2. 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. Use of all of CGM Program Maintenance and Services under this Agreement after the effective termination date shall cause the termination to become invalid. You shall then be held to a new twelve (12) month renewal term that may only be cancelled by i) a material breach, or ii) a new notice of termination by You. Termination and notice are subject to Sections 12.0 and 13.10 respectively.

12.5.3. Other than for a termination due to non-payment of undisputed amounts owed, You will transmit Your final claims to CGM on or before the 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. The provisions of this Section 12.5.3 do not apply to a termination of this Agreement for failure to cure a material breach due to non-payment.

12.5.4. Upon termination of the Agreement, neither Party shall have any further obligations hereunder, except for obligations arising prior to the effective date of the termination and obligations, promises, or covenants contained herein which expressly or necessarily extend beyond the term of the Agreement, including but not limited to those contained in Sections 8, 9, 10, 11, 13.11, 13.12, and 13.14. These obligations, promises, or covenants shall survive for three (3) years after the termination of the Agreement.

13. GENERAL

13.1. Modifications

13.1.1. 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. 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. If you reject the change, you have the right to cancel your Service(s). CGM must receive a written notice of cancellation subject to section 13.10 prior to the end of the notice period. In the event you continue to receive Service(s) after the end of the notice period, you will be deemed to have accepted the changes. CGM shall not provide any reminders of the date of termination of any Products or Services.

13.1.2. Services, Terms and Conditions Changes. From time to time, the Services and/or the terms and conditions of this Agreement may change. Subject to this Agreement and applicable law, CGM shall inform You in writing and give you thirty (30) calendar days prior notice of any significant change to this Agreement. If you reject the change, you have the right to cancel your Service(s). CGM must receive a written notice of cancellation subject to section 13.10 prior to the end of the notice period. In the event you continue to receive Service(s) after the end of the notice period, you will be deemed to have accepted the changes. CGM shall not provide any reminders of the date of termination of any Products or Services.

13.2. Limitation on Claims. You may not bring a legal action against CGM more than three (3) years after the cause of action or claim arose.

13.3. 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. Except as in section 13.1, the terms of this Agreement may not be amended, modified, or waived without 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 13.3, will be binding upon the Parties and their respective successors and assigns. Third Party products may be provided to You pursuant to separate agreements between You and such third party. In the event of a conflict between this Agreement and any third-party software end user agreement or terms and conditions, this Agreement shall control, but solely to the extent of such inconsistencies.

13.4. 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 venture 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.

13.5. 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.

13.6. Assignment; Successors and Assigns.

13.6.1. 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, for which You may be charged a fee at CGM's then current rates for reassignment. CGM may assign its rights, obligations, and privileges under this Agreement at CGM's sole discretion, after written notice to You. Notwithstanding the foregoing, in the event of a sale of all or substantially all of the relevant assets or merger or consolidation, the acquirer/surviving entity shall be required to assume Your rights and obligations under this Agreement unless the Parties agree otherwise. 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.

13.6.2. Any unpermitted assignment, assignment made where the acquirer/surviving entity does not assume Your rights and obligations under this Agreement, or assignment made prior to the payment of any outstanding balance, shall not relieve You of Your legal obligation to pay the balance under this Agreement. Should any court or arbitrator find Sections 13.6 or 13.7 invalid, the responsibility of payment of all outstanding balances shall be the new assignee or successor in interest.

13.7. 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.

13.8. 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 address provided to CGM on Exhibit A of the Agreement.

13.9. 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.

13.10. Written Notice. All Written Notices required or permitted to be given by this Agreement, must be made in writing and sent via registered 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.

13.10.1. Notices to CGM regarding legal actions must be sent to the attention of the Legal Department at the following address: 3838 N. Central Ave., Ste. 1600, Phoenix, AZ 85012 Attn: Legal Department.

13.10.2. Notices regarding payment disputes shall be sent to the following address: 10065 Red Run Blvd, Ste. 150, Owings Mills, MD 21117 Attn: Customer Service Department -Complaints.

13.10.3. Notices regarding contract cancellation shall be sent to the following address: 10065 Red Run Blvd, Ste. 150, Owings Mills, MD 21117 Attn: Customer Department -Cancellations.

13.11. Non-Disparagement. You shall refrain, both during and after the term of this Agreement, from publishing any oral or written statements about CGM or any of CGM's board of trustees, members, shareholders, managers, officers, employees, consultants, agents or representatives that (i) are slanderous, libelous or defamatory; or (ii) place CGM or any of its trustees, managers, officers, employees, consultants, agents or representatives in a false light before the public. A violation or threatened violation of this prohibition may be enjoined by the courts. The rights afforded CGM under this provision are in addition to any and all rights and remedies otherwise afforded by law.

13.12. 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.

13.13. These General Terms and Conditions will apply broadly across all Schedules, Exhibits, Attachments and Statements of Work. In the event of contrary, additional or inconsistent terms and conditions within the Agreement, the following order of precedence will apply: (i) the Business Associate Addendum; (ii) Exhibit A of the Agreement; (iii) the Statement of Work; (iv) the Hardware Order Form; (v) these General Terms and Conditions on Exhibit C; and (vi) Third Party Terms.

13.14. Force Majeure. The Parties will not be liable for any failure, interruption or delay in the performance of their obligations under this Agreement for any cause beyond their reasonable control, directly or indirectly, including, without limitation, acts of God, civil or military catastrophes, fire or other disaster, transportation delays, inability to obtain materials or parts from suppliers, changes to law or regulations, war, acts or omissions of third party technology providers, internet service providers or any other third party, riots, fires, natural disasters or acts of hackers, telecommunications, power, internet failure, or acts or omissions by You or any of Your staff or Authorized Users. 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.

13.15. Solicitation. Each Party agrees that during the term of the Agreement and for two (2) years from the date of termination, neither will, without the other Party's prior written consent, directly or indirectly, solicit or induce any person, who is an employee, consultant, agent,

representative, client, or advisor of the other Party, (i) to discontinue his or her relationship with the other Party, or (ii) to accept employment by, or enter into a business relationship with the other Party.

13.16. Arbitration. With the exception of payment and collections disputes, all other claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Arizona. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contract law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

14. Third Party Products and Services.

14.1. Third-Party Products and Services contained in the Third Party Terms and Conditions will be provided under the applicable terms of the third party supplier, which are incorporated herein and available online at https://www.cgm.com/us/misc/contracts_2/exhibits.en.jsp (the "Third Party Terms"). CGM may revise the Third-Party Terms at any time by posting a new version. You acknowledge and agree that access to certain Third Party Products and Services may be terminated at any time, by the owner and or developer or by CGM at the direction of the owner or developer, of such Third Party Products and Services, with or without notice and CGM shall not be responsible or liable for any termination thereof. CGM makes no warranties of any kind with respect to, and will not be responsible for, Third Party Products and Services, hardware or other software proprietary to any third party or any act or omission related thereto.

14.2. CGM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM AND PROVIDED DIRECTLY BY CGM, INCLUDING THE COMPATIBILITY OF SUCH PRODUCTS AND SERVICES WITH CGM SOFTWARE AND SERVICES.

14.3. Any links or references in the Agreement to third party sites or third party information or terms and conditions are provided for Your convenience and the inclusion or reference by CGM to any such third party Products and Services or third party terms and conditions does not imply any endorsement of such Product or Service by CGM. SUCH LINKED OR ACCESSED THIRD PARTY PRODUCT AND SERVICES ARE NOT UNDER THE CONTROL OF CGM AND CGM 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 PRODUCTS AND SERVICES.

14.4. Customer Responsibilities. You agree to the following: (1) operate the CGM Laboratory Information System in accordance with, and in an environment meeting, the specifications set forth in the CGM Laboratory Information System Operator's Manual; (2) protect the supply of electricity to the hardware on which the CGM Laboratory Information System Program is installed through the use of surge protection devices; (3) follow all instructions contained in the CGM Laboratory Information System Operator's Manual; (4) promptly report to CGM all diagnostic messages reported by the CGM Laboratory Information System Program; (5) not request or permit anyone other than CGM to modify, or to perform any repair and/or maintenance services on the CGM Laboratory Information System Program; (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; (8) be solely responsible for maintaining backup and archival copies of the CGM CGM Laboratory Information System Program and all data utilized in connection with the CGM Laboratory Information System Program; and (9) adhere to CGM's Code of Ethics as presented at cgmus.com/ethics. You further agree to obtain Your end users' written agreement, and agree that You and Your end users have not relied on the future availability of any programs, hardware, or services in entering into

the payment obligations related to the use of any Program or Service. This does not apply to third party Hardware or Software Program Maintenance or Services where it is the obligation of the third party to provide updates to such end users, if-and- when available, in accordance with their End-User Agreement.

14.5. CGM personnel will conduct themselves in a professional and courteous manner at all times. You will be expected to likewise maintain amiable communication. Cursing, swearing, yelling, or other rude or abusive language or actions will not be tolerated.

14.6. You shall be responsible for the ongoing education and training of personnel in a manner sufficient to properly setup, maintain and use CGM software. Excessive call volume or abuse of service may be considered grounds for nullification of Agreement.