**Third Party Licensing Agreements & Terms and Conditions**

Certain features of the Professional Services utilize the services of third-party vendors and business partners, which services may include software, information, data or other services. Certain of these vendors and business partners require Users who utilize such features to agree to additional terms and conditions. This page identifies third-party terms and conditions that apply to the features set forth below, and your use of such features constitute your agreement to be bound by these additional terms and conditions.

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CGM CLINICAL**

**License Terms**. Any information furnished in this documentation ("Documentation") is the copyrighted work of CompuGroup Medical, Inc. ("CGM") and/or its licensors. Use of the Software described herein ("Software") and Documentation is governed by the terms of the end user license agreement, which accompanies or is included with the license file and/or installation of the Software ("License Agreement"); there is no transfer of title. An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless the end user first agrees to the License Agreement terms.

**Use Restrictions**. The Software and Documentation is made available solely for use by end-users according to the License Agreement. Except as permitted by any such license, no part of this Documentation may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, recording, or otherwise, without the prior written permission of CompuGroup Medical, Inc. Please note that the content in this guide and help system is protected under copyright law even if it is not distributed with software that includes an end user license agreement.

**Disclaimer Regarding Documents**. The content of this Documentation is furnished for informational use only, is subject to change without notice, and should not be construed as a commitment by CGM. CGM and/or its respective licensors make no representations about the suitability of the information contained in the Documents and related graphics published in this Documentation for any purpose. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CGM AND/OR ITS RESPECTIVE LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. In no event shall CGM and/or its respective licensors be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information available from this guide and help system. The documents and related graphics published in this Documentation could include technical inaccuracies or typographical errors; CGM assumes no responsibility or liability for any errors or inaccuracies that may appear in the informational content contained in this Documentation.

The example companies, practices, organizations, people, and events depicted herein (in content and images) are for demonstration purposes only. No association with any real practice, company, organization, patient, product, person, or event is intended or should be inferred.

**Restricted Rights Legend**. Any Software and Documentation licensed for, or on behalf of, the United States of America or its agencies and/or organizations ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227- 7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is CompuGroup Medical, Inc. 125 High Street, 8th Floor Boston, Massachusetts 02110.

**Copyright and Trademark Notice**. CGM CLINICAL$^{TM}$ is a registered trademark of CompuGroup Medical, Inc. CGM and CompuGroup Medical wordmarks and logos are claimed as U.S. trademarks by CompuGroup Medical AG. Microsoft, Windows 2000, Windows NT, Windows Vista, Windows XP and Windows 7 are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. Other product and company names mentioned herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

3838 N. Central Ave. Suite 1600,
Phoenix, AZ 85012
http://www.cgmus.com

Synchronizing Healthcare

**THIRD-PARTY TERMS OF USE**

As a user of CGM CLINICAL<sup>TM</sup> software (the "Software"), you, on behalf of the "Customer" defined in the written license agreement concerning the CGM CLINICAL software, use and/or have access to certain third-party software products and/or services that are embedded in the Software or are used in conjunction with the Software ("Third-party Software and Services"). Such Third-party Software and Services includes, without limitation, Microsoft Corporation's SQL Server software. To the extent Electronic Data Interchange ("EDI") services are provided in connection with the Software, such third- party services include, without limitation, the services of an EDI clearinghouse—such as, Emdeon Corporation (formerly Envoy Corporation dba WebMD Envoy), or Availity, L.L.C.

**TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SQL SERVER**

These terms and conditions concern your use of Microsoft software, which includes computer software provided to you by CompuGroup Medical, Inc. ("CGM") as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "SOFTWARE PRODUCTS"). CGM does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which CGM needs to inform you. Your right to use the SOFTWARE PRODUCTS is subject to the written license agreement concerning the CGM CLINICAL software used by you, and to your understanding of, compliance with and consent to the following terms and conditions, which CGM does not have authority to vary, alter, or amend.

**1. DEFINITIONS.**

**"Client Software"** means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

**"Device"** means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

**"Server Software"** means software that provides services or functionality on a computer acting as a server.

**"Redistribution Software"** means the software described in Paragraph 4 ("Use of Redistribution Software") below.

**2. OWNERSHIP OF SOFTWARE PRODUCTS.** The SOFTWARE PRODUCTS are licensed to CGM from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.

**3. USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices by CGM only in accordance with the instructions, and only in connection with the services, provided to you by CGM. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End- User License Agreement, which may be presented in electronic form during your use of the Client Software.

**4. USE OF REDISTRIBUTION SOFTWARE.** In connection with the services provided to you by CGM, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO CGM, WHICH TERMS MUST BE PROVIDED TO YOU BY CGM.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by CGM.

**5. COPIES.** You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software on your Device as expressly authorized by CGM; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with CGM, upon notice from CGM or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.

**6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the

Synchronizing Healthcare

**7. NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

**8. TERMINATION.** Without prejudice to any other rights, CGM may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

**9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY CGM AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

**10. PRODUCT SUPPORT.** Any product support for the SOFTWARE PRODUCTS is provided to you by CGM and is not provided by Microsoft or its affiliates or subsidiaries.

**11. NOT FAULT TOLERANT.** THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

**12. EXPORT RESTRICTIONS.** The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end- use, and destination restrictions issued by U.S. and other governments. For additional information, see   http://www.microsoft.com/exporting/.

**13. LIABILITY FOR BREACH.** In addition to any liability you may have to CGM, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

Strictly as relates to any matters between Customer and CGM relating to the terms and conditions of any of the above specified Third-party Software and Services, you agree that all disputes arising under these terms and conditions or related to them are governed by the laws of the Commonwealth of Massachusetts, without regard to choice of law principles that would allow the application of another state's law. You agree that any action or proceeding relating to this Agreement must be initiated in a state or federal court in Suffolk County, Massachusetts, and Customer will submit without objection to the jurisdiction of the Commonwealth of Massachusetts with respect to such action or proceeding.

Synchronizing Healthcare