

EXHIBIT C: HARDWARE INSTALLATION & MAINTENANCE 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 Services.

1.2 “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.

1.3 “Facilities” means all physical and/or virtual locations from which the Authorized Users for a single business entity access the Program.

1.4 “Hardware” means third-party computer hardware supplied to You by CGM.

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

1.6 “Properly Configured Equipment” means compatible computer equipment and operating systems that You use as workstations to operate the Program, as set forth in Exhibit D. 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 D.

1.7 “Services” means any service performed by CGM under the terms of this Agreement or under an exhibit.

1.8 “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.

1.9 “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. PAYMENT OF FEES AND INVOICES.

2.1 Initial Fees

2.1.1 Hardware. Fifty percent (50%) of the fees for Hardware set forth on Exhibit A must be paid as a deposit upon execution of this Agreement. CGM shall issue an invoice for the balance approximately one (1) week after CGM’s delivery of the Hardware to Your shipping agent.

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

2.1.3 Address for Payment of Fees. All deposits for initial fees that are not paid by Credit Card/ACH and all subsequent payments to CGM that are not paid by Credit Card/ACH must be sent to the following address:

CompuGroup Medical, Inc.,
3300 N. Central Ave., Ste. 2100,
Phoenix, AZ 85012

2.2 Payment of Fees and Invoices

2.2.1 Payment Method. You agree to complete Exhibit B (Payment/Invoicing Options and Authorization) indicating the method that You will use to pay Your initial deposit and any subsequent invoices. Your initial deposit may be paid by authorizing a direct payment or by check. Any subsequent invoices may be paid either by (a) authorizing CGM to initiate direct payments; or (b) paying by check all amounts invoiced under this Agreement within thirty (30) calendar days of the invoice date.

2.2.2 Payment Disputes of Invoices. If You dispute an invoice or amount, 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 invoice date, or You forfeit Your right to dispute the applicable invoice.

2.2.3 Delinquent Payment of Invoices. 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.

2.2.4 Effects of Default. If any undisputed amount remains unpaid for more than 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 discontinue Hardware Maintenance and, if applicable, disable Your use of all Programs and all Services and/or Your access to Program Maintenance and Fee-Based Services, with or without further notice to You, until Your account is made current.

3. **HARDWARE INSTALLATION.** CGM or its agent will install the Hardware, at Your facility listed on Exhibit A at a time that is mutually agreeable to the Parties. 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 testing of the Program on CGM’s servers (if CGM-hosted) or on Your Properly Configured Equipment (if self-hosted). 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 thirty (30) calendar days from the Effective Date, regardless of whether installation is complete.

4. HARDWARE MAINTENANCE.

4.1 Provision of Hardware Maintenance.

4.1.1 Hardware maintenance services (“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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.1.5 CGM may require You to ship defective parts or Hardware back to CGM, at CGM's cost. If CGM does not require return, You may be asked to destroy or otherwise dispose of defective parts or Hardware.

4.2 Exclusions from Hardware Maintenance. This Section 4.2 sets forth a non-exclusive list of exclusions from Hardware Maintenance. Any additional Services will be billed at CGM's standard rates during Standard Business Hours and are subject to change without notice. Any Services provided after hours on weekdays will be billed at 1.5 times CGM's standard rates; Services provided on weekends or holidays will be billed at two times (2x) CGM's standard rates.

4.2.1 Training and training-related services not described in Exhibit A.

4.2.2 Installation or movement of Hardware and/or third party products, services or data not specified in Exhibit A.

4.2.3 Support or increase in support time due to causes outside of CGM's control, which adversely affect the operability or serviceability of the 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 Hardware in accordance with CGM's documentation or specifications.

4.2.4 Repair or correction of Program or Hardware that has been maintained, modified or altered by a third party not authorized by CGM.

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

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

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

4.2.8 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.

5. WARRANTIES AND LIABILITY.

5.1 No Hardware Warranty. HARDWARE IS COVERED BY A MANUFACTURER'S WARRANTY AND IS EXPRESSLY NOT SEPARATELY WARRANTED BY CGM. CGM disclaims any and all other warranties, express or implied, with respect to the Hardware or any part thereof including,

without limitation, any and all implied warranties, non-infringement, merchantability or fitness for a particular purpose.

5.2 Installation Defect or Non-Conformity. YOU AGREE TO PROMPTLY NOTIFY CGM IN WRITING OF ANY ALLEGED DEFECT OR NON-CONFORMITY YOU DISCOVER DURING THE 30 DAYS AFTER INSTALLATION OF THE HARDWARE AND TO PROVIDE SUCH INFORMATION AS CGM MAY REQUEST TO REPLICATE THE DEFECT OR NON-CONFORMITY. CGM WILL NOT BE OBLIGATED TO CORRECT OR CURE ANY DEFECT IN INSTALLATION RESULTING FROM: (A) ANY MODIFICATION OF THE HARDWARE NOT PERFORMED BY OR ON BEHALF OF CGM; (B) ANY MISUSE OF THE HARDWARE, INCLUDING USE OF THE HARDWARE OTHER THAN IN ACCORDANCE WITH THE 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.

5.3 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.

5.4 Limitation of Liability. **To the extent permitted by applicable law, CGM's entire liability, and Your exclusive remedy, for any defect or non-conformity in Hardware installation or Hardware Maintenance under this Agreement is for CGM to use commercially reasonable efforts to correct, cure or otherwise remedy such defect or non-conformity. 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 Hardware or Hardware Maintenance or any other services provided by CGM to You. 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.**

6. **PROPRIETARY RIGHTS.** You agree that any trademark or other proprietary rights ("Intellectual Property") related to Hardware provided by CGM are the proprietary property of the applicable Hardware manufacturer.

7. **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 7 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. 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 7 will continue in effect as to any confidential information until the later 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.

8. INDEMNIFICATION.

8.1 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; and (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. 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.

8.2 Indemnification by CGM.

8.2.1 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 CGM's gross negligence or willful misconduct relating to its provision of the Hardware installation services or Hardware Maintenance.

8.2.2 To the best of CGM's actual knowledge, the Hardware does not violate or infringe upon any United States copyright or patent now issued and in effect. If the Hardware 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 fees actually paid by You for the infringing material. This Section 8.2.2 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.

8.3 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.

9. TERM AND TERMINATION.

9.1 Term. The initial term of this Agreement commences on the date of delivery of the Hardware and continues for the duration of the term set forth in Exhibit A ("Initial Term").

9.2 Renewal, Cancellation & Reinstatement. This Agreement will automatically renew for consecutive twelve (12) month terms unless terminated by either Party in writing sixty (60) calendar days prior to the expiration of the then-current term. If You cancel this Agreement and later request to reinstate Hardware Maintenance, CGM will, at Your cost (including any associated travel expenses), conduct a review of the Hardware for which You have requested reinstatement of Hardware Maintenance. 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 twelve (12) months for Hardware Maintenance at CGM's then-current rates plus a reinstatement fee equal to the fees that You would have had to pay on a cumulative basis had You not cancelled Hardware Maintenance.

9.3 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 or limited way to access your data (e.g. access to patient data, but not to your billing records) ("Limited Access"). You agree to pay CGM's then current rate for Limited Access immediately upon receiving CGM's invoice for your Limited 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.

9.4 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:

9.4.1 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.

9.4.2 Your rights to continue to receive Hardware Maintenance under this Agreement will cease.

10. GENERAL.

10.1.1 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.

10.2 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.

10.3 Entire Agreement; Amendment and Waiver. The Agreement and any of 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 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 provision in this Agreement, this Exhibit C will control, unless expressly stated otherwise. Third Party products may be provided to You pursuant to separate agreements between You and such third party.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 Security Interest in Hardware; Transfer of Title and Risk of Loss. 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.

10.9 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.

10.10 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.

10.11 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.