

EXHIBIT C: COMPUGROUP MEDICAL INTERFACE TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 “Authorized User” means Your employees, contractors, and agents that You have authorized to use the Program and/or Service(s).

1.2 “CGM Software” means the proprietary software, data and documentation that CGM licenses to You pursuant to a Software License and Services Agreement between CGM and You.

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

1.4 “Interface” means the customized software application interface created for You that enables CGM Software to connect to software that You have installed and/or Your computer hardware or systems as described in a Statement of Work.

1.5 “Statement of Work” means, collectively, the proposals, exhibits 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 pursuant to this Agreement.

1.6 “Program” means, collectively, CGM Software and Third-Party Software that CGM provides to You pursuant to a Software License and Services Agreement between CGM and You.

1.7 “Properly Configured Equipment” means any compatible computer equipment, server equipment, operating systems and/or database software that You use to operate the Program.

1.8 “Services” means development and installation of the Interfaces and any maintenance, training and other Services provided by CGM to You pursuant to a Statement of Work and any service performed by CGM under the terms of this Agreement or under a Statement of Work.

1.9 “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.

1.10 “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, as reflected in a Software License and Services Agreement between CGM and You. 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. INTERFACE DEVELOPMENT

2.1 Pre-Development Phase. CGM will not begin the Pre-Development Phase unless and until You have acknowledged and agreed in writing to the Statement of Work for the Pre-Development Phase. During the Pre-Development Phase, CGM will evaluate Your needs for the Interface and prepare for You a written Statement of Work for the Development Phase.

2.2 Development Phase. CGM will not begin development of the Interface and You will have none of the rights to the Interface described in this Agreement unless and until You have acknowledged and agreed in writing to Statement of Work for the Development Phase. During the Development Phase, CGM will develop and implement the Interface on the terms and conditions described in the Statement of Work for the Development Phase and this Agreement.

3. LICENSE GRANT.

3.1 Grant of License. CGM grants to You a non-exclusive, non-transferable, revocable and non-assignable license, without right to sublicense, to use the Interface to access and use the Program.

3.2 Restrictions on License. You may not: (a) use the Interface or make copies except as permitted in this Agreement or as otherwise expressly provided in writing by CGM; (b) use the Interface in any service bureau or timesharing arrangement; (c) translate, reverse engineer, decompile, disassemble or modify the Interface; (d) rent, lease, assign or transfer the Interface except as described in this Agreement; (e) remove, obliterate, alter or obscure any copyright, trademark or other proprietary right notice in the Interface; or (f) install the Interface (or allow its installation on any computer) that You do not own or control during the term of this Agreement except as expressly provided in this Agreement.

4. PAYMENT OF FEES AND INVOICES.

4.1 Fees

4.1.1 Services. Fifty percent (50%) of the estimated fees for Services set forth in each Statement of Work must be paid as a deposit upon execution of this Agreement. For the Pre-Development Phase, CGM shall issue an invoice for the balance approximately one (1) week after delivery of the Statement of Work for the Development Phase. For the Development Phase, CGM shall issue an invoice for the balance approximately one (1) week after the Go Live Date. Fees for Services described in any subsequent Statement of Work shall be due as set forth in such Statement of Work.

4.1.2 Deposits. Notwithstanding the foregoing, no deposit will be required if the fees shown in a Statement of Work are \$1,000 or less.

4.1.3 Address for Payment of Fees. All deposits for 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:

Contract Management
CompuGroup Medical US
3300 N. Central Ave., Ste 2100
Phoenix, AZ 85012

4.2 Payment of Fees and Invoices

4.2.1 Payment Method. You agree to complete Exhibit B (Payment/Invoicing Options and Authorization) indicating the method that You will use to pay fees hereunder. Your initial deposit may be paid by authorizing a direct payment or by check. Any subsequent fees 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.

4.2.2 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.



4.2.3 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.

4.2.4 Effects of Default. If any undisputed amount remains unpaid for more than thirty (30) 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 the Program and all Services, with or without further notice to You, until Your account is made current.

5. INSTALLATION OF INTERFACE AND GO LIVE.

5.1 Installation. CGM or its agent will install the Interface as described in Statement of Work for the Development Phase at a time that is mutually agreeable to the Parties. CGM will provide installation and diagnostic testing of the Interface on CGM's servers and on Your Properly Configured Equipment. Installation is complete when (a) installation and diagnostic testing of the Interface are complete and (b) You successfully access the Program through the Interface. You specifically acknowledge and agree that the installation does not include the provision of any training for use of the Interface.

5.2 Go Live Date. Unless otherwise specified in Statement of Work for the Development Phase, Your Go Live Date is the date that You can use the Interface to transmit or receive data for the Program. Notwithstanding the foregoing and regardless of whether Your Interface has gone live, CGM reserves the right to set Your Go Live Date as ninety (90) calendar days after installation of the Interface is complete.

6. INTERFACE SUPPORT/MAINTENANCE.

6.1 Interface Maintenance. "Interface Maintenance" means customer service during Standard Business Hours and CGM's commercially reasonable efforts to correct any defects and/or errors in the Interface after CGM discovers or is notified of such. After-hours Interface Maintenance provided on weekdays will be billed at 1.5 times CGM's standard rates; after-hours Interface Maintenance provided on weekends or holidays will be billed at two times (2x) CGM's standard rates.

6.2 Interface Maintenance Coverage. Interface Maintenance coverage applies only to the Interface. Interface Maintenance coverage does not include support for third-party products, services or hardware. You are responsible for all charges by any third-party system that may be incurred as a result of using the Interface to access the 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 these third-party system(s) that may have an adverse impact on the functionality of the Interface. You are responsible for any costs incurred due to changes in these third-party systems that adversely affect the Interface. You are also responsible for any costs incurred due to adverse effects on functionality of the 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 Interface. Resolving issues such as these that are not covered by Interface Maintenance and are Fee-Based Services and billed accordingly.

6.3 Further Exclusions from Interface Maintenance. This Section 6.3 sets forth a non-exclusive list of Fee-Based Services that are NOT covered under the CGM Warranty in Section 7.3 or Interface Maintenance. Fee-Based Services will be provided at CGM's discretion, will be billed at CGM's standard rates during Standard Business Hours and are subject to change

without notice. Fee-Based Services provided after hours on weekdays will be billed at 1.5 times CGM's standard rates; Fee-Based Services provided on weekends or holidays will be billed at two times (2x) CGM's standard rates.

6.3.1 Training and training related issues not described in a Statement of Work.

6.3.2 Training on third party products, services or data.

6.3.3 Support or increase in support time due to causes outside of CGM's control that adversely affect the operability or serviceability of the Program 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 in accordance with CGM's documentation or specifications.

6.3.4 Support or troubleshooting of any third party products, services or data not covered by Interface.

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

6.3.6 Travel time of CGM's staff to and from Your location.

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

6.4 Interface Maintenance Initial Term. The Interface Maintenance Initial Term will commence at the Go Live Date and will end on the last day of the Initial Term.

6.5 Interface Maintenance Automatic Renewal. After the Interface Maintenance Initial Term ends, Interface Maintenance will automatically renew for consecutive twelve (12) month terms as long as CGM hosts the Program for Your benefit. The Parties agree and understand that the cost of Interface Maintenance may increase when You acquire new or additional products or services.

7. WARRANTIES AND LIABILITY.

7.1 CGM Warranty. CGM warrants to You that the Interface will perform in all material respects in accordance with the applicable Statement of Work for as long as, and to the extent that, the Interface is covered under Interface Maintenance ("Warranty Period"). Subject to the exclusions set forth in Section 7.3, You agree to promptly notify CGM in writing of any alleged defect or non-conformity that 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 Interface not performed by or on behalf of CGM; (b) any misuse of the Interface 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 of the Interface 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.

7.2 Warranty Disclaimer. THE SERVICES AND INTERFACE ARE PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CGM AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, AFFILIATES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to You. CGM and its affiliates, licensors, suppliers, advertisers, sponsors and agents do not warrant that any use of the Interface by You will be uninterrupted, error-free or secure. No opinion, advice or statement made by CGM or appearing on CGM's website shall create any warranty. You acknowledge that You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Interface and for all related charges. You assume all responsibility and risk for Your use of and reliance on the Interface by Your employees and Your agents, including the responsibility to actively work all claims You submit or attempt to submit to the Interface. Your use of the Services is entirely at Your own risk. Without limiting the foregoing, You understand that CGM is not responsible for the accuracy of information or data that You provide or access through the Interface.

7.3 Limitation of Liability. To the extent permitted by applicable law, CGM's entire liability, and Your exclusive remedy, for any defect in the Interface 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. 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 Interface. CGM will not be liable for any impairment or degraded performance of the Interface resulting from (i) insufficient internet bandwidth at the Facilities or (ii) the operation of the Interface in an operating environment that is not Properly Configured Equipment.

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

8.1 Your 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.

8.2 Use of Interface. You may not access or use the Interface 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 use the Interface to upload, download or otherwise access 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 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 Interface 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.

9. PROPRIETARY RIGHTS.

9.1 Proprietary Rights. You agree that the Interface and any related trademarks, copyrights or other proprietary rights licensed hereunder and all rights therein are the proprietary property of CGM or the applicable third-party owner. All rights, title and interest in the Interface remains with CGM and the Interface is not and will not be a work made for hire.

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. 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 10.1 shall 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.

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 term of 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.

11.2 Indemnification by CGM.

11.2.1 To the best of CGM's actual knowledge at the time of installation, the Interface will not violate or infringe upon any United States copyright or patent now issued and in effect. CGM will indemnify, defend and hold You and Your affiliates, officers, directors, employees, agents, successors and assigns, harmless from and against all third party claims, demands, liabilities, damages and costs including, without limitation, Your reasonable attorneys' fees and other costs of defense, arising from or relating to any claim that the use of the Interface, as delivered by CGM to You, infringes a valid United States copyright or patent.

11.2.2 If the Interface 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, as depreciated on a level basis over a sixty (60) month period.

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

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.

11.3 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.

12. TERM AND TERMINATION.

12.1 Term. The initial term of this Agreement commences on the Effective Date of this Agreement and continues for the duration of the term set forth in a Statement of Work (“Initial Term”). Upon completion of the Initial Term, this Agreement will renew for successive terms of twelve (12) months, unless cancelled by either Party sixty (60) calendar days prior to the end of the then-current term.

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; 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.

12.3 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:

12.3.1 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.

12.3.2 Your rights to continue to receive Services (if applicable) under this Agreement will cease.

12.3.3 The provisions of this Section 12.3 do not apply to a termination of this Agreement for failure to cure a material breach due to non-payment.

13. GENERAL.

13.1 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 Statement of Work to this Agreement. 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.

13.2 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.

13.3 Entire Agreement; Amendment and Waiver. The Agreement and all exhibits attached hereto 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 term of this Agreement, this Exhibit C will control unless expressly stated otherwise.

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 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.

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. 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 respective legal representatives and 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.

13.7 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 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.

13.9 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.

13.10 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.