

**MEDIWARE INFORMATION SYSTEMS, INC.
MASTER TERMS AND CONDITIONS**

The terms set forth in this Master Terms and Conditions Agreement (the "Agreement") shall be incorporated by reference into any Addendum entered into by and between **Mediware Information Systems, Inc.**, a New York corporation, ("Mediware") and the Licensee identified on the applicable Addendum. Each of Mediware and Licensee may be referred to herein individually as a "Party" and together as the "Parties." All signed or executed Addendum are subject to Mediware's acceptance and approval.

1. **DEFINITIONS.**

Capitalized terms used herein or in any Addendum adopted pursuant hereto but not otherwise defined have the meaning given in Exhibit A attached hereto.

2. **SOFTWARE LICENSES.**

2.1. Licensed Software. Upon the effective date of the applicable fully-executed Addendum, and subject to Licensee's compliance with the terms and conditions of this Agreement and such Addendum, Mediware grants to Licensee a limited, non-exclusive license under Mediware's Intellectual Property to the Licensed Software set forth in such Addendum, if any, subject to the limitations as set forth therein

2.2. Sublicensed Software. Upon the effective date of the applicable fully-executed Addendum, and subject to Licensee's compliance with the terms and conditions of this Agreement and such Addendum, Mediware grants to Licensee a limited, non-exclusive license to Sublicensed Software set forth in such Addendum, if any, subject to the limitations as set forth therein.

2.3. Limitations. Licensee shall make no copies or duplicates of the System, the Licensed Software, Sublicensed Software, or any component thereof, for any purpose whatsoever without the prior written consent of Mediware. Except as may be expressly authorized in the applicable Addendum, Licensee may not use any component of the System, Licensed Software, or Sublicensed Software to provide services to third parties as a service bureau or data processor. Except as expressly provided in an Addendum, Licensee may not allow any unlicensed third party to access the System, or Licensed Software. Licensee shall not use the Licensed Software, or any other product at any Site not set forth on the applicable Addendum. Licensee shall not disassemble, decompile, or otherwise

reverse engineer any component of the System.

2.4. Licensed Users. Licensee acknowledges and agrees that certain components of the Licensed Software, Sublicensed Software or third party software may be priced based on the number of Sites, Users, and/or Licensed Users, in each case as identified in an Addendum, and that Licensee may only expand its use of the System to additional Licensed Users upon the agreement of Mediware and payment of additional License and Service Fees.

3. **PROPRIETARY RIGHTS.**

3.1. Ownership. Licensee acknowledges and agrees that: (i) Mediware or its licensor retains all right, title, and interest in the Licensed Software, the Sublicensed Software, the Documentation, any work product resulting from the performance of the Services, and all Intellectual Property Rights therein, and (ii) Mediware is not Licensee's employee, and none of the foregoing materials are works made for hire. Mediware retains the exclusive right to reproduce, publish, sell, and license the Licensed Software, Software and Services.

4. **INSTALLATION AND IMPLEMENTATION.**

4.1. Designated Platform Installation. If the Licensed Software are not hosted by Mediware, Licensee shall install all components of the Designated Platform, and complete all necessary diagnostic tests to ensure such installation is complete and successful, prior to installation of the Licensed Software.

4.2. Implementation Services. To the extent implementation services for Licensed Software are identified in an Addendum, the additional terms and conditions set forth in this Section 4.2 shall apply, and Licensee shall

- perform those tasks and assume those responsibilities specified herein and in the applicable Addendum.
- 4.3. Hosting Services. If Licensee purchase hosting services under a particular Addendum, the terms governing such services shall be set forth in Exhibit B. Notwithstanding the foregoing, Licensee hereby acknowledge and agree that Mediware does not control the transfer of data over any telecommunications facilities, including but not limited to the Internet, and that Mediware shall not be responsible for any inability of Licensee to access any hosted service.
- 4.4. Support Services. Mediware will provide the Support Services set forth on Exhibit E; provided Licensee purchases such services under a particular Addendum.
- 4.5. Other Services. Mediware will provide services requested by Licensee which are not included in an Addendum upon the mutual agreement of the Parties.
- 4.6. Pre-Paid Services. Licensee's right to receive any services for which Licensee pays Mediware in advance shall expire one (1) year from date upon which Mediware received such payment from Licensee. In the event of any such expiration, Licensee shall not be entitled to a refund or credit of any amounts paid in respect of such expired services, and Mediware shall have no liability to Licensee based upon such expiration.
5. PAYMENTS.
- 5.1. Fees. In consideration for the Services, System, if any, and other valuable consideration provided by Mediware to Licensee under any Addendum, Licensee shall pay Mediware the Fees as set forth in such Addendum, if any. Unless stated otherwise in an Addendum, Services shall be performed on a time and materials basis at Mediware's then-standard rates. Prices remain valid for 90 days from the original proposal date unless otherwise indicated on the proposal. Change orders that extend delivery beyond those validity periods become new orders at prices in effect when Mediware receives the change orders. Support prices, except for Custom and prepaid Support, may be changed by Mediware upon 60 days notice.
- 5.2. Invoices. Mediware shall invoice Licensee for all Fees in accordance with the payment terms specified in the applicable Addendum. If not otherwise specified in an Addendum, fees for Services are incurred as performed and payment of all Fees shall be due and payable by Licensee net thirty (30) days following the date of the invoice. Invoices not paid within ten (10) days of written notification shall be subject to the lesser of a one and one-half percent (1.5%) interest charge per month or the highest interest rate allowed by law. Additionally, any failure to pay any invoice when due, all payments remaining on the applicable Addendum shall accelerate and become immediately due and payable by Licensee.
- 5.3. Expenses, Shipping & Taxes. Fees are exclusive of expenses. Licensee shall reimburse Mediware for all reasonable travel, lodging and out-of-pocket expenses incurred by Mediware in the performance of the Services. Licensee shall pay all shipping charges for materials shipped by Mediware under any Addendum, as well as any taxes, duties, licenses, fees or tariffs imposed by any state or governmental body or agency for storage, licensing, sale, transportation, import, export or use of the System or any component thereof. Mediware shall be responsible for all taxes based on its net income. All materials provided by Mediware to Licensee hereunder are shipped FOB Mediware's carrier.
6. LIMITED WARRANTIES AND COVENANTS.
- a) Licensed Software Warranty and Services Warranty. Mediware warrants that the Licensed Software will operate on the Designated Platform in accordance with its Documentation in all material respect for a period of ninety days after First Productive Use
- b) Services Warranty. Mediware warrants that the Services, if any, will be performed by qualified personnel in a workmanlike manner.
- 6.1. Third-Party Materials. The manufacturers or licensors of Sublicensed Software and third party software may provide certain warranties and other terms and conditions with respect to the Sublicensed Software and third party

software supplied to Licensee under any Addendum. Except for the foregoing third-party manufacturers' or licensors' warranties, all Sublicensed Software, and third party software which may be provided to Licensee shall be provided "AS IS," without warranty of any kind from Mediware.

6.2. Remedy. Licensee's sole and exclusive remedy for any breach of the warranties set forth herein or in an Addendum shall be to notify Mediware of the applicable non-conformity, in which case Mediware shall use commercially reasonable efforts to correct such non-conformity and redeliver the Licensed Software. Notwithstanding the foregoing, in no event shall Mediware be responsible for any non-conformity to any of the foregoing warranties which arises as a result of (i) any act or omission of Licensee, including a failure to use the System in conformance with the Documentation or applicable law; (ii) any person (other than Mediware) making revisions or modifications to the Licensed Software; or (iii) any failure of any component of the Designated Platform, Sublicensed Software, or any software or equipment or other third-party materials supplied by Licensee.

6.3. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN AN ADDENDUM, MEDIWARE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SYSTEM, THE SERVICES (INCLUDING ANY HOSTING SERVICES), THE HARDWARE, THE DESIGNATED PLATFORM OR ANY OTHER MATTER UNDER THIS AGREEMENT OR ANY ADDENDUM, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. MEDIWARE DOES NOT GUARANTEE THAT THE SYSTEM, THE SERVICES (INCLUDING ANY HOSTING SERVICES), THE HARDWARE OR THE DESIGNATED PLATFORM WILL PERFORM UNINTERRUPTED OR ERROR FREE, OR THAT MEDIWARE WILL CORRECT ALL ERRORS RELATING TO THE SAME.

7. LIMITATION OF LIABILITY.

7.1. Limitation of Liability. MEDIWARE'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE TOTAL LICENSE FEES PAID UNDER THE ADDENDUM IN WHICH THE LIABILITY ARISES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM HEREUNDER. IN NO EVENT WILL MEDIWARE OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF MEDIWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST LICENSEE.

8. INDEMNIFICATION.

8.1. Indemnities. Licensee shall defend, indemnify and hold Mediware harmless from and against any claim, suit or action by any third party against Mediware relating to, arising out of or resulting from (i) Licensee's use of the Licensed or Software, or any claim by any party receiving services from Licensee in connection with the Licensed Software.

9. TERM AND TERMINATION OF LICENSE AND AGREEMENT.

9.1. Term. The term of each license granted to Licensee by Mediware is set forth in the applicable Addendum. Each Addendum shall terminate when all licenses granted thereunder expire or terminate, or earlier as provided in Section 9.2.

9.2. Termination. Either Party may terminate an Addendum and the licenses granted thereunder if: (i) the other Party breaches any material term or condition of such Addendum and fails to cure such breach within sixty (60) days after receipt of written notice of the same; (ii) any applicable federal or state law or regulation prevents Mediware from lawfully performing its obligations hereunder

or materially increases Mediware’s cost of performing such obligations; or (iii) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing.

9.3. Effect of Termination. Upon termination of any Addendum, the licenses granted and all other rights granted to Licensee thereunder shall terminate and revert to Mediware. Licensee shall, within ten (10) days following such termination, return to Mediware all Licensed Software and its Documentation, and certify such return in writing to Mediware. If hosting services were provided by Mediware under the terminated Addendum, and such termination occurred prior to the end of the then-current term thereof, all remaining unpaid fees in respect of such hosting services shall immediately accelerate and become due and payable.

9.4. Survival. The following sections shall survive termination or expiration of any Addendum: Articles 3, 5, 7, 9, 10 and 12; Sections 6.2, 6.3, and 8.1, as well as any obligation to pay fees arising prior to termination or expiration.

10. CONFIDENTIAL INFORMATION.

10.1. Duty. Each Party shall (i) hold the Confidential Information in confidence, protecting such information with the same degree of care as such Party’s own confidential information, but in no case less than reasonable care; (ii) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under the applicable Addendum; and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party.

10.2. Exclusions. The foregoing shall not apply to Confidential Information which a receiving Party can document (a) is in the public domain through no fault of its own, (b) was properly known to it, without restriction, prior to disclosure by the disclosing Party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving Party without use or reference to

disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, receiving Party provides to disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure.

11. REGULATORY COMPLIANCE.

11.1. HIPAA. In order to address the requirements of certain regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Parties agree that if a Business Associate Agreement is required between the Parties under HIPAA, the terms of the Business Associate Agreement that is attached hereto as Exhibit C shall be applicable with respect to any Services which require Mediware to access Licensee’s Protected Health Information. To the extent that the Parties enter into another HIPAA Business Associate Agreement, this Agreement shall control in the event of a conflict between such agreements.

12. GENERAL PROVISIONS.

12.1. Force Majeure. Neither Party shall be liable for any loss, damages or penalty (other than the obligation to pay money) resulting from a delay in delivery or installation of any component of the System when delay is due to causes beyond the control of such Party.

12.2. Use of Information. Both Licensee and Mediware may use any information received from the other Party for any lawful purpose.

12.3. Assignment. Neither Party shall assign its rights, duties or obligations under any Addendum without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Mediware may assign any Addendum to an affiliate or in connection with any merger, reorganization or sale of substantially all of Mediware’s assets used to provide the Services or other change of control transaction without Licensee’s consent.

12.4. Notices. All notices required or permitted to be given by one Party to the other under this Agreement or any Addendum shall be

sufficient if sent by overnight delivery services (provided that a receipt and tracking number can be provided) to the Parties at the respective addresses set forth in the applicable Addendum(s), or to such other address as the Party to receive the notice has designated in writing to the other party, and in either case with a copy:

To Licensor: Mediware Information Systems,
Inc.
11711 West 79th Street
Lenexa, Kansas 66214

Attention: Senior Vice President and
General Counsel

To Licensee: The address shown on the most recent Addendum.

- 12.5. Severability. If any provision of this Agreement or any Addendum is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision will be replaced with a legal provision that encapsulates the original intent of the Parties.
- 12.6. Entire Agreement; Amendment; Waiver. This Agreement, all Addenda and all Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter and supersede any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties with respect to such subject matter. No waiver of breach of any provision of this Agreement or any Addendum by either Party shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an officer of the other Party.
- 12.7. Governing Law. Each Addendum shall be governed by, and construed and interpreted in accordance with, the laws of the State of Kansas, excluding its rules of conflicts of law. The legal venue shall also be the State of Kansas.

EXHIBIT A

- a. **“Addendum”** means a work authorization agreed to by the Parties from time to time. Each Addendum may specify software to be licensed, services to be performed or other agreements.
- b. **“Confidential Information”** means (i) the source and object code of the System, (ii) the Documentation, (iii) terms and conditions of this Agreement and all Addenda, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party under this Agreement or any Addendum which is either (x) disclosed in writing and marked as confidential at the time of disclosure or (y) disclosed orally and designated as confidential in writing to the receiving Party within seven (7) days following the disclosure.
- c. **“Designated Platform”** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified on Exhibit D.
- d. **“Documentation”** means, as applicable, the most recent documentation of the functional operation of the Licensed Software.
- e. **“Fees”** means License Fees and Service Fees.
- f. **“First Productive Use”** means the day Licensee begin using any part of the System in a live production environment.
- g. **“Intellectual Property”** means any and all intellectual property rights related to the technology, including procedures, designs, inventions, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.
- h. **“License Fees”** means the amounts set forth for license of any software or test scripts as specified in an Addendum.
- i. **“Licensed User”** means a permitted user of Licensed Software as described in the applicable Addendum, including without limitation, Sites, concurrent users, licensed beds, or such other measure as determined by Mediware and set forth in the applicable Addendum.
- j. **“Licensed Software”** means the object code version of computer programs developed by Mediware listed in an Addendum, including Updates and any other modifications, enhancements or supplements to such programs furnished to Licensee by Mediware pursuant to such Addendum, but excluding all Sublicensed Software or third-party software. Licensed Software may also include K-Books, the Knowledge Trak system, modules, content and data (even if it is not software) that is licensed for use by Mediware.
- k. **“Service Fees”** means all amounts payable for the Services to be provided for as specified in an Addendum.
- l. **“Services”** means any implementation, installation hosting, support or training services provided to Licensee by Mediware under or in connection with any Addendum.
- m. **“Site”** means each of Licensee’s facilities specified in an Addendum.
- n. **“Sublicensed Software”** means those programs provided to Mediware by a third party, which Mediware sublicenses to Licensee hereunder, for use with the Licensed Software, as specified in an Addendum, and any Updates thereto provided to Licensee by Mediware under the terms of the applicable Addendum.
- o. **“System”** means the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.

EXHIBIT B

HOSTING TERMS AND CONDITIONS

Mediware, or Mediware's authorized designee, will provide the hosting services (the "Hosting Services") set forth in the applicable Addendum. The terms and conditions set forth in this Exhibit B shall apply to all such Hosting Services.

1. Hosting Services shall be payable by Licensee as provided in the applicable Addendum. All Hosting Services requested by Licensee and provided by Mediware beyond the scope set forth in the applicable Addendum shall be on a time and materials basis at Mediware's then-current rates.
2. Both Licensee and Mediware may terminate the Hosting Services upon 90 days advance written notice.
3. The pricing applicable to the Hosting Services as set forth in the applicable Addendum is based on the assumptions in the Addendum. If Licensee's actual use of the Hosting Services exceeds such assumptions, Mediware shall be entitled to adjust the fees payable by Licensee in respect of the Hosting Services, and the amount of any such adjustment shall be immediately due and payable by Licensee.
4. Licensee acknowledges and agrees that a third party may provide Hosting Services on behalf of Mediware, and that such third party may have access to the Licensed Software and Designated Platform.
5. Mediware may, from time to time and in its sole discretion, change the geographic location from which it provides the Hosting Services.
6. Mediware's provision of the Hosting Services is dependent upon Licensee's provision of (i) all required connectivity from Licensee's locations to the facility from which Mediware provides the Hosting Services, (ii) a phone line or other compatible, mutually-agreeable remote access mechanism over which Mediware may provide support, and (iii) the hardware and third-party software that is designated as being provided by Licensee in the applicable Addendum, which must in all cases adhere to the Designated Platform requirements. Mediware's provision of the Hosting Services shall be excused to the extent that Licensee fails to so provide.
7. Mediware personnel will be available to assist Licensee with questions and issues during normal business hours regarding the Hosting Services (Monday through Friday, 8:00 a.m. - 6:00 p.m., excluding holidays).

EXHIBIT C**BUSINESS ASSOCIATE AGREEMENT**

Licensee and Mediware may have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Agreement”) pursuant to which Mediware may provide certain products (“Products”) and in conjunction therewith, may enter into a service contract to, or otherwise provide, certain Product support services, which may require, other than through incidental contact, information covered under the Privacy Standards and Security Standards described below (“Services”). This Exhibit is incorporated in the Agreement.

1. **Definitions.** The terms used, but otherwise not defined, in this Exhibit shall have the same meaning as those terms in the Confidentiality Requirements.
 - 1.1. “Confidentiality Requirements” shall mean collectively the Privacy Standards, the Security Standards and the HITECH Act as of and subsequent to the compliance date for each such requirement.
 - 1.2. “Designated Record Set” shall have the meaning set forth in 45 C.F.R. 164.501. For purposes of this definition, the term “record” means any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for Licensee.
 - 1.3. “Electronic Protected Health Information” or “EPHI” shall mean PHI that is maintained, received, or transmitted by Mediware in electronic format.
 - 1.4. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996.
 - 1.5. “HITECH Act” shall mean the federal Health Information Technology for Economic and Clinical Health Act signed into law February 17, 2009.
 - 1.6. “Individual” shall have the meaning set forth in 45 C.F.R. 164.501, including, without limitation, a person who is the subject of the PHI, and shall include an individual or entity who qualifies as a personal, legal representative of the person, as the context requires.
 - 1.7. “Privacy Standards” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended, modified or superseded, from time to time.
 - 1.8. “Protected Health Information” or “PHI”, as used herein or in the Agreement, shall have the same meaning as the term “protected health information” in 45 C.F.R. 164.501, limited to information created or received by Mediware from or on behalf of Licensee in connection with performance of Services by Mediware under the Agreement.
 - 1.9. “Required by Law” shall have the meaning set forth in 45 C.F.R. 164.501, including, without limitation, a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.
 - 1.10. “Security Standards” shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. Parts 160, 162 and 164.

2. **Obligations of Mediware.**

- 2.1. **Permitted Uses and Disclosure.** Mediware may use and disclose such PHI: (i) for the proper management and administration of Mediware; (ii) to carry out the legal responsibilities of Mediware; (iii) as Required by Law; and (iv) to report good faith violations of law or professional or clinical standards, as permitted by 45 C.F.R. 164.502(j)(1). Mediware may use PHI to provide data aggregation services to Licensee as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Furthermore, Mediware may de-identify PHI in accordance with 45 C.F.R. § 164.514 and that Mediware's subsequent use of such de-identified data is authorized. Mediware's may use or disclose such PHI, where such PHI relates to the quality, safety or effectiveness of an FDA regulated product or activity.
- 2.2. **Designated Record Sets and Confidentiality Requirements.** Mediware may charge a reasonable fee based upon Mediware's incurred costs in responding to a request for PHI and/or for implementing any changes to the Confidentiality Requirements. Any obligation of Mediware under any Agreement with respect to: (i) a Designated Record Set only applies to Mediware if Mediware is responsible for maintaining such Designated Record Set; and (ii) the Confidentiality Requirements only applies to Mediware if Mediware has PHI in its custody and control and only with respect to such PHI.
- 2.3. **Governmental Access to Records.** If Mediware is required to make its internal practices, books and records relating to the use and disclosure of PHI available, such access shall be provided solely to the Secretary of the U.S. Department of Health and Human Services or his/her designee and solely for purpose of determining Licensee's compliance with the Confidentiality Requirements.
- 2.4. **Notification of Breach; Mitigation.** Any obligation of Mediware to notify Licensee following the discovery of a "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 in connection with the Services, shall be timely if provided within sixty (60) calendar days after discovery of the same or such longer period if Mediware is prevented from providing notice by 45 C.F.R. §164.412 concerning law enforcement investigations.

3. **Obligations of Licensee.**

- 3.1. **Notice of Privacy Practices.** Licensee shall notify Mediware of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitations may affect Mediware's use or disclosure of PHI in connection with the Services. Mediware shall not be obligated to abide by such limitations without compensation if they exceed the requirements of this Exhibit. Licensee shall only provide Mediware the minimum necessary PHI for Mediware to perform its Services.
- 3.2. **Restrictions on Use or Disclosure.** Licensee shall provide Mediware with any changes in, or revocation of, permission by Individuals to use and/or disclose PHI, to the extent such changes or revocations may affect Mediware's permitted or required uses and disclosures of PHI. Further, Licensee shall notify Mediware of any restriction to the use and/or disclosure of PHI that Licensee has agreed to if such restriction may affect Mediware's permitted or required uses and disclosures of such PHI in connection with the Services. The Parties will amend the Agreement to account for material costs imposed on Mediware by any such restriction agreed to by Licensee. Licensee shall not request Mediware to use or disclose PHI in any manner that would not be permissible under the Confidentiality Requirements if done by Licensee.

4. **Term and Termination.**

- 4.1. **Term.** Any obligations of Mediware with respect to PHI, HIPAA or the HITECH Act ("PHI Obligations") will continue only during such periods of the Agreement between the Parties in which Mediware is receiving, maintaining or transmitting PHI in performance of the Services, unless earlier terminated in accordance with the terms herein or, if earlier, at such time as the Agreement terminates.

- 4.2. For Cause Termination Due to Material Breach by Mediware. Any right, if any, of Licensee to terminate the Agreement in the event of Mediware's breach of PHI Obligations, if any, shall be limited to such times as there has been a pattern of activity or practice by Mediware that constitutes a material breach of Mediware's PHI Obligations, if any. Licensee shall provide Mediware written notice and permit Mediware to take reasonable steps to cure such breach. If Mediware's efforts to cure such breach are unsuccessful within thirty (30) days following a written request to cure provided by Licensee, Licensee shall either: (i) terminate Mediware's access to PHI, if feasible; or (ii) if termination of Mediware's access to PHI is not feasible, Licensee shall report Mediware's breach to the Secretary. Licensee shall provide Mediware with a copy of any such report submitted to the Secretary. Upon a material breach by Licensee, Mediware may exercise the same termination rights under the same conditions specified herein that Licensee may exercise under this Exhibit.
5. Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE AGREEMENT, THIS EXHIBIT, OR THE SUBJECT MATTER HEREOF (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE EXCLUDED DAMAGES, AND EVEN IN THE EVENT OF A FAILURE OF ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN THE EVENT (A) ANY APPLICABLE AUTHORITY DOES NOT ALLOW THIS LIMITATION OF LIABILITY TO ANY DEGREE, THE PARTIES' LIABILITIES ARE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW AND (B) THE AGREEMENT REQUIRES MEDIWARE TO INDEMNIFY LICENSEE FOR ANY CLAIM RELATING TO PHI, SUCH INDEMNIFICATION OBLIGATION SHALL BE LIMITED TO CLAIMS FOR BREACH OF MEDIWARE OBLIGATIONS UNDER THIS EXHIBIT.
6. Miscellaneous. Nothing express or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person or entity other than Licensee, Mediware and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever. This Exhibit, together with the Agreement, constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto. The terms and conditions of this Exhibit shall override and control over any conflicting terms and conditions in the Agreement between the Parties which are related to the security and privacy of PHI. Notwithstanding the foregoing, all other terms and conditions of the Agreement between the Parties shall remain in full force and effect and shall govern this Exhibit.

EXHIBIT D

Client PC's (PC's that connect to a Web Server to run the Licensed Software): Intel based Notebooks and Desktop PC's running one of the supported operating systems and meeting the minimum hardware requirements will be able to run the K-Book and Knowledge Trak system software when connected to the Internet

Supported Operating Systems:**Microsoft Windows NT4®, Windows 2000® or Windows 2000 Professional®**

with the following optional components and third party software installed

1. Windows Media Player 7.0 or greater
2. Windows Internet Explorer 6.0 or greater
3. Adobe Acrobat
4. Adobe FLASH Player

Microsoft Windows XP Home® or Windows XP Professional®

with the following optional components and third party software installed

1. Windows Media Player 8.0 or greater
2. Windows Internet Explorer 6.0 or greater
3. Adobe Acrobat
4. Adobe FLASH Player
- 5.

Microsoft Windows Vista Home®, Windows Vista Business®, Windows Vista Ultimate® or Windows 7

with the following optional components and third party software installed

1. Windows Media Player 8.0 or greater
2. Windows Internet Explorer 6.0 or greater
3. Adobe Acrobat
4. Adobe FLASH Player

Hardware Requirements

PC's must meet or exceed the following hardware requirements:

- The hardware requirements specified by their operating system
- SVGA Display capable of displaying at least 1024 x 768 pixels in 16 bit color
- Windows compatible audio hardware
- 50MB of free disk space Mouse or compatible pointing device
- Network Interface Card or Modem providing a network access

(A connection speed of 128kbps or higher is recommended. Connection speeds slower than 128kbps are not recommended and may cause performance issues with audio, video or interactive graphics.)

Servers – (The computer on which the applications and database are installed and to which Client PC's connect to run the applications)

Mediware will provide and maintain servers in redundant datacenters. Servers run Microsoft Windows 2003 Server® or later software and provide all services and functionality required to host and run the Licensed Software.

Customers requiring additional information on server requirements for either Mediware or Customer hosted solutions may contact Mediware Customer Support

EXHIBIT E**Support Services**

This document describes product support options for Licensed Software offered by Mediware. Product Support is offered for a one year term and can be renewed annually as provided in the applicable Addendum.

Several Product Support plans are available. The features of each are summarized in the table below. Descriptions of each service element follow.

	Support Plans			
	Basic	Standard	Premium	Custom
Technical Support				
Email Support	Yes	Yes	Yes	Yes
• Response Time Target	2 Bus. Days	2 Bus. Days	Next Bus. Day	Next Bus. Day
• Number of emails	12	Unlimited	Unlimited	Unlimited
Telephone Support				
• During Normal Business Hours	No	Yes	Yes	Yes
• After Hours Pager Support	No	No	No	Yes
• Response Time Target	-	2 Bus. Days	4 Bus. Hours	4 Bus. Hours
• Number of free calls	-	2 / Month	Unlimited	Unlimited
Product Updates & Upgrades				
• Software Defect Repairs	Yes	Yes	Yes	Yes
• Product Enhancements	No	Yes	Yes	Yes
• Annual Upgrade to latest Release	No	Yes	Yes	Yes
Content Updates - Custom Courses				
• First 30 Days Error Corrections	Unlimited	Unlimited	Unlimited	Unlimited
• Additional Customer directed updates &	No	Yes	Yes	Yes
• Frequency	-	Annually	As needed	As contracted
• Effort not to Exceed	-	4 Hours	16 Hours	As contracted
Content Updates – Tailored Courses				
• First 30 Days Error Corrections	Unlimited	Unlimited	Unlimited	Unlimited
• Additional Customer directed updates &	No	Yes	Yes	Yes
• Frequency	-	Annually	As needed	As contracted
• Effort not to Exceed	-	4 Hours	12 Hours	As contracted
• Annual Baseline Course Update	No	Yes	Yes	Yes

Email Assistance

Mediware provides a dedicated email account (KT.Support@mediware.com) for addressing technical and product support issues. Email is the first option for support and is the preferred method for dealing with non-critical issues. Mediware does not limit the number of support emails a Customer's designated Support Contact may send.

Mediware will make reasonable efforts to respond to support email within 2 business days.

Telephone Assistance

Mediware provides telephone technical and product support during normal business hours. Business hours and support phone numbers are located on the Mediware website, located at www.mediware.com.

Standard Support includes 12 telephone support calls (2 per month) or four hours of telephone support at no additional charge. Support calls and telephone time resulting from software defects will not be charged against these limits. Additional fees may apply if Customer exceeds the limits listed above. Mediware support representatives will notify Customer of any additional charges before they are applied. Since limits are applied to telephone support, it is recommended that its use be reserved for critical issues. Premium Support includes unlimited telephone support calls.

Telephone support is limited to Customer's designated Support Contacts. Mediware will make reasonable efforts to respond to support telephone calls within the timeframe listed in the table above.

Licensed Software Update/Upgrade Services

Customers with a valid product support contract in place will be notified about software updates and upgrades. Information about updates, upgrades and new products will also be posted at www.mediware.com.

Customers under support are entitled to free software updates and upgrade for the term of their support agreements. If Customer has not purchased Support or has let their support agreement lapse for more than 60 days, they must purchase upgrades to bring their system to the current revision before they can initiate a new support agreement.

Product Updates/Upgrades will include some or all of the following

- a. Enhanced (vs. new or added functionality) of existing applications
- b. New revisions of licensed products
- c. Software patches to fix known problems

30-Day Unlimited Corrections on custom and tailored courses

All courses are released to the customer on a 30-day unlimited error correction basis. During that initial 30-day period any errors that are found will be fixed at no charge. After the 30-day error correction period, errors are considered to be changes and are subject to normal change and update charges.

Content Updates – Custom Courses

The intent of course updates is to keep their content current and fresh. Mediware will work with Customers to update their course content. Customer is responsible to mark-up content changes on a hard-copy of the course content and provide the mark-up to Mediware. Customer may also provide new images and other attachments. Once provided with marked-up materials and/or images Mediware will update the electronic course content accordingly and provide the customer with the update.

Customers on product support are entitled to content corrections and updates to the limits defined in the table above. Changes beyond the product support plan's limits are billed at the Mediware's standard support rate.

Content Updates – Tailored Courses

Most tailored courses are updated on an annual basis to reflect changes in the field of focus and to incorporate any possible regulatory requirements. Additionally, Mediware works closely with its Customers and Partners to capture best practices that can be incorporated in to Mediware courses. The result is a course that is renewed and refreshed annually. The benefit is that this keeps learners interested and meets regulatory agency requirements for using different material for annual certification renewals. These 'Annual Baseline Updates' are made available to Customer of Tailored Courses who are an eligible support plan.

In addition to the Annual Baseline Updates, Tailored Course Customers who are on a product support plan are entitled to content corrections and updates to the limits defined in the table above. Changes beyond the product support plan's limits are billed at the Mediware's standard support rate.

Mediware will work with Customers to update their course content. Customer is responsible to mark-up content changes on a hard-copy of the course content and provide the mark-up to Mediware. Customer may also provide new images and other attachments. Once provided with marked-up materials and/or images Mediware will update the electronic course content accordingly and provide the customer with the update.

Baseline updates to Tailored Courses will be implemented at the same time as the Customer's annual update and correction changes, unless specified otherwise by Mediware.

Customer Requirements:

- a. Customer must remain current on Product Support payments.
- b. Customer must designate a Primary and Secondary Support Contact. All email and telephone support is limited to designated Support Contacts.
- c. Mediware provides contractual software support only for the current and immediately preceding major version of Mediware Licensed Software, and only when used with Supported Platforms, unless otherwise approved by Mediware.

Limitations:

Services included in the Product Support plans are limited to the support of Mediware software products and courseware as indicated in the table above.

Product support does not include:

- Integration services or the development of custom interfaces to Licensed Software or other programs
- Licenses to newly developed software products or courses.

For services not specifically listed in the table above and rates for services beyond the amount included in a plan please contact Mediware at KT.Support@mediware.com or www.mediware.com.