



LICENSE TERMS ADDENDUM TO SERVICES AGREEMENT

CIOX's software is licensed pursuant to the following terms which are expressly incorporated into and shall be a part of the Services Agreement between CIOX and Medical Facility and the executed Service Order to which it is a part:

1. DEFINITIONS:

- 1.1. **"Affiliate"** shall mean with respect to Medical Facility any employee, officer, director or agent of Medical Facility, and with respect to CIOX any employee, officer, director or agent of CIOX.
- 1.2. **"Authorized User"** shall mean any person authorized by Medical Facility to have direct access to Licensed Software or a Database and/or to receive a copy of a Medical Record from a Database for purposes of this Agreement. If an Authorized User designated by Medical Facility is not a Medical Facility Affiliate, Medical Facility is required to have such Authorized User enter into CIOX's then-current form of System Access Agreement prior to granting such Authorized User access to the Licensed Software or Database.
- 1.3. **"Database"** shall mean a collection of the Medical Records data stored on one or more Servers owned or controlled by CIOX, its Affiliates or by its third party licensors that contains certain full-text searchable fields, which are computer-accessible and retrievable by Authorized Users by use of such record-locator information.
- 1.4. **"Delegated Administrator"** shall mean Medical Facility personnel who are appointed by Medical Facility to designate and manage Authorized Users and who have agreed to comply with the terms of this Agreement.
- 1.5. **"Documentation"** shall mean the printed or electronic material relating to the description and operation of any Licensed Software or Database such as user manuals, training manuals, technical manuals, and product and service brochures, and any updated versions thereof provided to Medical Facility.
- 1.6. **"Equipment"** shall mean any and all equipment and materials, including but not limited to, any hardware (and related software) provided or licensed by CIOX or its Affiliates as set forth in the applicable Service Order or this Agreement.
- 1.7. **"Licensed Software"** means any software or applications licensed or otherwise made available by CIOX or its Affiliates to Medical Facility incident to the provision by CIOX of any service for or on behalf of Medical Facility.
- 1.8. **"Medical Record(s)"** shall mean an image or paper-based patient medical record possessed by Medical Facility and the data contained therein.
- 1.9. **"MPI"** shall mean master patient index or Medical Facility's equivalent indexing system.
- 1.10. **"Servers"** shall mean those servers and other hardware and third party software that shall be used by CIOX or its Affiliates to provide services for or on behalf of Medical Facility.
- 1.11. **"Services"** shall mean the services that are set forth in any applicable Service Order.

2. LICENSES

- 2.1. **Grant of License.** Subject to the terms and conditions of this Agreement and any applicable Service Order, CIOX grants to Medical Facility a limited, non-transferable, non-exclusive, terminable, worldwide license to access and use the Licensed Software (in object code form only) or Database referenced in the Service Order during the term of the Service Order.
- 2.2. **Scope of Rights.** Subject to the terms and conditions of this Agreement and any applicable Service Order, Medical Facility may:



- (i) Use the Licensed Software and Database solely for Medical Facility's business of providing health care and related administrative services;
- (ii) Make a reasonable number of copies of the Documentation for Medical Facility's internal use only, provided that CIOX's copyright and other proprietary legends are reproduced on each copy.

2.3. Restrictions. In addition to other restrictions set forth in this Agreement or any Service Order, Medical Facility shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Licensed Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the Licensed Software by any means whatsoever (except and only to the extent that applicable law permits or as permitted pursuant to Section 2.10); (b) copy or duplicate, distribute, sell, sublicense, or lease the Licensed Software; (c) remove any product identification, proprietary mark, copyright, trademark, service mark, or other notices contained in the Licensed Software; (d) except and only to the extent as permitted in Section 2.10, modify any part of the Licensed Software, create a derivative work of any part of the Licensed Software; (e) except and only to the extent contemplated in the documentation accompanying the Licensed Software or as permitted in Section 2.10, incorporate the Licensed Software into or with other software; and/or (f) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Licensed Software.

2.4. Access Procedures; Password Security.

2.4.1. CIOX will provide passwords allowing the Delegated Administrator(s) to give Authorized Users access to the Licensed Software or Database referenced in the applicable Service Order. Medical Facility shall: (a) ensure that passwords are disclosed only to Authorized Users and not to any other individual; (b) be responsible for assigning roles and authority levels with respect to Medical Facility access to the Licensed Software or Database; and (c) be responsible for the conduct of individuals to whom it provides access to the Licensed Software or Database.

2.4.2. Medical Facility shall establish and maintain lists of Delegated Administrator(s) and Authorized Users and comply with CIOX procedures for verification of Authorized Users, revision of access rights to Licensed Software and Databases, maintenance of security, and assignment and use of passwords. Medical Facility shall notify CIOX immediately (within 24 hours) in writing if the security or integrity of a password or authority level is believed to have been compromised. Medical Facility shall be fully responsible for the unauthorized access or use of any Equipment or unauthorized disclosures of Medical Records occurring as a result of activity on the Medical Facility premises or access to the Medical Facility computer systems from outside the Medical Facility premises, to the extent such unauthorized disclosures of Medical Records are not due to the gross negligence or willful misconduct of CIOX.

2.4.3. In an attempt to protect Medical Records data, CIOX reserves the right to deny or revoke any right of access to any person who CIOX reasonably believes is violating, has violated, or may violate, any of CIOX's access procedures. CIOX reserves the right to change access procedures from time to time upon notice to Medical Facility (unless circumstances dictate that notice is not practicable).

2.5. Access to Medical Records Data. Unless otherwise noted in a Service Order, Medical Facility acknowledges and agrees that all Medical Records data generated by and through Medical Facility's use of Licensed Software or a Database shall be collected and reside on CIOX's Server. Medical Facility will continue to own all of its Medical Records data. CIOX shall have access to such Medical Records and data to perform its obligations under the applicable Service Order.

2.6. Additional Medical Facility Obligations. Medical Facility shall be responsible for meeting the customer requirements, as set forth in any Service Order, for effectively installing, operating and maintaining access to any Licensed Software or Database. Medical Facility also will:

- (i) Maintain sole responsibility for all clinical and diagnostic activity at the Medical Facility and for the implementation and operation of all accounting, management and reporting systems and audit



functions which are not expressly to be provided by CIOX as described in a Service Order. CIOX shall not be held responsible for any such functions as a result of providing any Services or Equipment to Medical Facility;

- (ii) If a data communication interface is required between Medical Facility system(s) and a Database, provide local technical and systems support at Medical Facility to assist in establishing such interface; and
- (iii) If Medical Facility's MPI or similar data is required for CIOX to perform the Services, provide a timely data feed, as a comma separated text file or a real-time HL7 interface, of Medical Facility's MPI or similar data to populate, and to be linked with, the Database. Each data feed must contain, at least, the following elements: Medical Record Number, First Name, Middle Initial, Last Name, Gender, Social Security Number, Episode Number (Account Number), Patient Type, Discharge Service, and Date of Birth, Admission Date and Discharge Date in CCYYMMDD format. Medical Facility agrees to provide the initial MPI or similar data feed to CIOX within 30 days of the effective date of the relevant Service Order.

- 2.7. Authorized User Support.** Support and hosting services will be provided to Medical Facility's Authorized Users as set forth in any applicable Service Order.
- 2.8. Scheduling Maintenance.** CIOX may perform maintenance from time to time and will use commercially reasonable efforts to schedule any downtime for maintenance outside of Medical Facility's normal business hours and to notify the Delegated Administrator(s) of any such maintenance at least 48 hours in advance.
- 2.9. On-Line Conduct.** Each Party hereto shall, in connection with any use of any Licensed Software or Database or Services provided under this Agreement and any Service Order, use reasonable efforts to not upload, store, post, e-mail, distribute, publish or otherwise disseminate any material that: (a) is harmful, threatening, obscene, vulgar, abusive, or unlawful, or which promotes or sponsors any activity of like nature, (b) violates any third-party privacy right, copyright or other intellectual property right or any contractual obligation or fiduciary obligation of Medical Facility, (c) contains any viruses or any other software designed to interrupt or damage the operations of any Equipment, or (d) contains any other harmful or damaging program which can, among other things, circumvent third-party proprietary rights or filters.
- 2.10. Third Party Code.** The Licensed Software may contain, be provided with, or be aggregated with components which are owned by and licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in documentation included with the Licensed Software, or in a list provided to Medical Facility upon Medical Facility's written request. To the extent required or permitted by the license that accompanies any of the Open Source Software, the terms of such license will apply in lieu of the terms of this Section 3 with respect to such Open Source Software, including, without limitation, any provisions governing access to the source code of such Open Source Software, modification of such Open Source Software, and/or redistribution of such Open Source Software. Under certain Open Source Software licenses, Medical Facility is entitled to obtain the corresponding source files of the applicable Open Source Software. CIOX shall provide such source files of the Open Source Software to Medical Facility upon written request.
- 2.11. Title.** Medical Facility understands that CIOX reserves all rights not expressly granted hereunder and retains its right, title, and interest in and to, and that the license granted by CIOX hereunder transfers neither title nor proprietary or other intellectual property rights to, the Licensed Software and Database. The Licensed Software is protected by copyright and other proprietary rights of CIOX and/or third party software vendors. If the Licensed Software includes software licensed to CIOX by a third-party vendor, such vendor is a third party beneficiary hereof and Medical Facility may be held directly responsible by such vendor for acts relating to the Licensed Software that are not authorized by this Agreement.

