

End User License Agreement Terms and Conditions

This document contains the Terms and Conditions for the sale of products and services by Context 4 Healthcare, Inc., an Illinois corporation (“**Context**”). Each end user subscriber (“**Client**”) of any product or service of Context agrees to be bound by these Terms and Conditions.

1. Offer & Acceptance. Any order or quotation issued by Context, including any order on Context’s standard form Order Form, and whether or not such order is made in writing (each an “**Order**”), is an offer or counteroffer to Client for the license of the products and the provision of the services identified therein or in any subsequently delivered invoice or packing slip subject to these Terms and Conditions. Acceptance by Client of the Order may be made by signing Context’s standard form Order Form, verbally accepting such offer, or through the issuance of a purchase order. Any license of products or provision of services by Context to Client, regardless of which party makes the offer, shall be subject to these Terms and Conditions without modification and Client agrees to be bound by these Terms and Conditions. No additional or different terms or conditions will be binding upon Context unless specifically agreed to in writing by an authorized representative of the Context on Context’s standard form Amendment to End User License Agreement Terms and Conditions. Context explicitly objects to any additional or contrary provisions contained in any purchase order or other communication heretofore or hereafter received from Client.

2. Products and Services. Context agrees to license or furnish the products (“**Products**”) and provide the services (“**Services**”) specifically identified on an Order to Client during the Term (as defined below). Products may include software, data, code databases, UCR Fee Schedules or other products offered by Context to Client. As used herein, “UCR Fee Schedules” means Usual, Customary and Reasonable Fee Schedules and “DPS” means Decision Point Pricing System, a Reference Based Pricing System. Services may include services related to the Products or any other services offered by Context to Client.

3. Term. The “Term” shall commence on the date specified in the Order, or as otherwise mutually agreed by Context and Client. The “Initial Term” with respect to any Product or Service shall be one (1) year unless otherwise provided in the Order. The Term shall automatically renew for one (1) year periods, each a “Renewal Term”, upon the expiration of the Initial Term or the then current Renewal Term unless terminated by either party in writing at least ninety (90) days prior to the expiration of the Initial Term or the then current Renewal Term. The provisions of these Terms and Conditions regarding payment, termination, ownership, warranties, limitations of liability, governing law, confidentiality, severability, and waivers will survive the expiration or termination of this engagement.

4. Pricing. Pricing shall be as set forth in the Order. Such pricing may be increased by Context from time to time upon thirty (30) days’ notice to Client. Context is authorized to increase pricing under this Agreement yearly, either upon Client’s anniversary date for automatic renewals, or upon Client’s annual renewal date, in the amount of three (3) percent or the percentage increase in the cost of living as measured by the Consumer Price Index – All Urban Consumers as maintained by the U.S. Bureau of Labor Statistics, whichever percentage is higher. Any manufacturer’s tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Context and Client shall be paid by Client in addition to the prices quoted or invoiced. Context is authorized to add to the pricing set forth in the Order or otherwise provided to Client in an amount equal to any taxes levied upon or arising out of the licensing of any of the Products or provision of Services to Client, exclusive of any taxes computed upon on the net income of the parties. Context is authorized to charge Client and Client agrees to remit to Context any and all user fees in conjunction with third party components, including, but not limited to, user fees, and increases thereto, for use of third party coding systems or other components in the Products, such as the American Medical Association’s Current Procedural Terminology codes. If it is determined that Context is required to pay user fees for use of a third-party component, Context will provide Client with a written notice

stating the name of the third party and the amount of the user fee associated with the Client's use of the affected Product or Products. Client agrees to remit payment to Context for Products and Services within thirty (30) days of the date of invoice for such Products and Services. If Client fails to timely pay any amounts due hereunder, Client shall, upon demand, pay interest at the rate of 1-1/2% per month (but in no event more than the highest interest rate allowable) on such delinquent amounts from the due date until the date of payment.

5. Ownership. Client acknowledges that all Products will at all times be and remain the exclusive property of Context or the third parties for whom Context is acting as agent or licensee, and Client shall not have any ownership interest in such items. For this section, the term Products also includes any customized work including functionality provided by Context specifically for a certain Client. Accordingly, all title and copyrights in and to the Products are owned by Context or the third parties for whom Context is acting as agent or licensee and Client hereby disclaims any interest therein. Client shall not copy, in whole or in part, the Products or related information, programs and documentation, whether in the form of computer media, printed or in any other form. Client may not recompile, de-compile, disassemble, reverse engineer, make or distribute any other form of, or any derivative work from, the Products or related information, programs and documentation.

6. Confidentiality. Client shall treat as confidential and shall not disclose or reveal any of the Products, or any trade secrets or other proprietary data or information related thereto (the "Confidential Information"), in any form to any person without the prior written consent of Context, except that Client may disclose the Confidential Information to its employees for purposes specifically relating to Client's use of the Products. Upon the expiration or termination of this engagement, Client shall immediately cease to use the Products and return to Context any and all copies of the Confidential Information or items which contain the Confidential Information (including, without limitation, documentation, inventory lists and worksheets, reports, computer program or database media and CDs) relating to the Products which are in Client's possession or in the possession of its employees, servants or agents. Context will treat as confidential data which is entered by Client into the Products ("**Client Property**"), except that Context may use Client Property in the compilation of statistical models to improve, enrich or supplement the Products. Any such data will be redacted of all patient/member/insured PHI. Such statistics shall be the property of Context and Context shall have the sole right to use, sell and distribute such statistics.

7. Use of Client Name. Context shall have the right to request the use of a Client's name for the purposes of marketing in press releases, presentation materials, and other marketing publications. Client shall not unreasonably withhold approval for such use.

8. Context Support Services. Context will provide support services for the Products during Context's regular business hours as determined by Context from time to time. Such services will be provided for during the Term at Context's then-prevailing fees, if any, provided however that Context reserves the right to terminate support services at any time upon sixty (60) days prior notice to Client.

9. Use of the Products.

A. Client assumes the sole exclusive responsibility for the consequences of any instructions Client may give Context, for Client's failure to properly access or use the Products in a manner prescribed by Context, and for Client's failure to supply accurate input information.

B. The clinical content within the Products represents a best approximation of the guidelines published by a particular payer. Context is not responsible to include within the Products, including UCR Fee Schedules, any published guidelines or statements which Context deems not to be translatable into an automated format.

i. Client understands and agrees that the data provided in connection with the Products is merely a recommendation by Context for action on claims, and that Client shall independently evaluate and determine what action shall be taken with respect to any claim based, in whole or in part, on this recommendation. Client is solely and exclusively responsible for any such action taken in reliance upon data or recommendations derived from the Products.

ii. With respect to UCR Fee Schedules, Client acknowledges and understands that Context strongly recommends the Client's use of multiple sources in the process of setting reimbursement rates for any service or procedure.

iii. With respect to DPS, Client acknowledges and understands that Context shall not be responsible for Client's actions or inactions taken in reliance upon data derived from DecisionPoint Pricing System.

iv. Neither Context, nor any third-party partner assisting with the installation or implementation of the Products, shall be responsible for Client's actions or inactions taken in reliance upon data or recommendations derived from Products.

C. In order to improve continuously the quality of Services to Client, Context reserves the right to designate and make changes in rules of operation, accessibility periods, identification procedures, types of equipment and type and location of system and service equipment. Client agrees that Client will use the Products in accordance with such reasonable rules as may be established by Context from time to time as set forth in any materials furnished by Context to Client.

D. The Product's use is limited to the designated number of licenses stated on the Order. Client agrees to notify Context immediately of any change in volume affecting the license. Products containing CPT codes or other codes may require Client to certify the number of users to Context or the licensor of such codes. Client agrees to provide accurate reporting of the number of users and fully cooperate with Context in reporting the number of users to Context or the licensor of those codes.

E. Client shall establish and maintain a reasonable accounting system including appropriate procedures and technology that enables Context to readily identify Client's licensed volume. Context and its authorized representatives shall have the right to audit, to examine and/or to make copies of any relevant records, either written or electronic, including computer server logs, to verify Client's stated licensed volume. Client shall, at all times during the term of this Agreement and for at least three (3) years following the termination of the Agreement, maintain such records and computer logs. Client shall, upon request by Context and at Client's expense, make such records and computer logs available for inspection and audit by Context.

F. Client agrees that Client will use the Products only for its own internal and proper business purposes at the site(s) authorized by Context and will not sell, lease or otherwise provide, directly or indirectly, any of the Products or any portion thereof to any third party.

G. Client shall not make any alteration, change or modification to any of the computer programs, databases, and/or Context supported files made available by Context as part of the Products, without Context's prior written consent in each instance.

H. Client shall promptly install any and all updates to the Products furnished by Context.

I. Client shall promptly notify Context of any errors, bugs, or other problems with the Products.

J. Client shall use the Products only as specifically authorized by Context and shall not use, link or interface them with any equipment, software, data, network or communication system, in any manner or in connection with any function, not specifically authorized by Context.

10. Equipment. At Client's own expense, Client will be responsible for installation and operation of any appropriate communications lines and equipment required to enable Client to use or access the Products. It is understood and agreed that Client shall pay all charges relating to the installation and operation of any equipment required in connection with the Products, unless otherwise agreed by Context and Client. Context shall not be responsible for the reliability or continued availability of the communications lines and equipment used by Client in accessing the Products. Client shall provide, at its own expense, the appropriate hardware to operate the Product.

11. Software. Client acknowledges that Client is a licensee and/or sub-licensee of Context of the various systems programs, applications programs, databases and related information and documentation which may be a part of the Products (collectively, the "Software"). Client accepts such licenses and/or sublicenses, as the case may be, from Context for the Software upon the terms and conditions set forth herein. The licenses and/or sublicenses for the Software granted by Context to Client hereunder convey personal, non-exclusive, non-transferable rights and licenses and/or sublicenses, as the case may be, to Client to use the Software in conjunction with the Products only. All Software including the physical media on which it is originally or subsequently recorded or fixed will be returned by Client to Context or will be completely deleted, erased or otherwise destroyed by Client, in accordance with Context's instructions, promptly after the expiration or termination of this engagement. Client shall not make any alteration, change or modification to any Software.

12. Laws and Government Regulations. Client shall be responsible (i) for compliance with all applicable laws and governmental regulations and (ii) for any use Client may make of the Product. Context shall not have any responsibility relating thereto (including, without limitation, advising Client of its responsibility in complying with any laws or governmental regulations affecting its business). If providing any of the Products to Client hereunder violates, or in Context's judgment is likely to violate, any laws or governmental regulations, Context may, upon notice to Client, immediately cease providing the affected Products to Client. Client agrees and certifies that neither the Products nor any other technical data received from Context will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Products have been rightfully obtained by Client outside of the United States, Client agrees not to re-export the Products nor any other technical data received from Context.

13. Updates. Context, at its sole option, may make available to Client updates to the Products. It is understood and acknowledged by Client that Context is under no obligation to make updates available to Client.

14. General Warranties. Context represents and warrants that the computer programs, databases and reports included in the Products will conform to their design specifications for ninety (90) days after installation. This warranty shall not extend to any databases or computer programs included in the Products which have been altered, changed or modified in any way without Context's prior written consent in each instance. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Fee Product Warranties. UCR Fee Schedule and DecisionPoint Pricing System (DPS) Specific Warranties. To the extent the Products contain UCR Fee Schedules or DPS Pricing, Context represents and warrants that the UCR Fee Schedule or DPS Pricing and any databases and reports included in the UCR Fee Schedule or DPS Pricing will substantially conform to the methodology currently used by Context in the generation of the UCR Fee Schedule or DPS Pricing as communicated, from time to time, in writing by Context, to Client. This warranty shall not extend to

any databases or reports included in the UCR Fee Schedule or DPS Pricing which have been altered, changed or modified in any way without Context's prior written consent in each instance. Context represents and warrants that in generating its UCR Fee Schedules and DPS Pricing, it has no financial or pecuniary interest in any payor organization or healthcare provider that would constitute a conflict of interest.

16. Limitation of Liability.

A. Context's sole liability to Client or any third party for any claims, notwithstanding the form of such claims (e.g., contract, negligence or otherwise), arising out of errors or omissions in the Products provided or to be provided by Context hereunder and caused by Context shall be to furnish the correct Product, provided that Client promptly advise Context thereof. Context shall not have any liability under these Terms and Conditions for any money damages resulting from claims made by Client or any third party for such claims.

B. Context's sole liability hereunder for money damages resulting from claims made by Client or any third party arising from or related to any and all causes not covered by Section 16(A) above shall be limited to the less of (i) the amount of actual damages incurred by Client or (ii) an amount which will not exceed one month's average total monthly charges paid by Client for the particular Products as to which Client's claim relates during the twelve months preceding the month in which the danger or injury is alleged to have occurred, or such lesser number of months if Client have not received twelve months use of the Products if monthly charges are applicable to the Products, or the purchase price of the Products if no monthly charges are applicable to them. Such damages shall be the full extent of Context's monetary liability under these Terms and Conditions regardless of the form in which any such legal or equitable claim or action may be asserted against Context and shall constitute Client's sole monetary remedy.

C. Context shall not be liable or deemed to be in default for any delay or failure to perform hereunder resulting directly or indirectly from any cause beyond Context's reasonable control.

D. IN NO EVENT WILL CONTEXT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF CONTEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. ANY ACTION BY CLIENT AGAINST CONTEXT MUST BE BROUGHT WITHIN TWELVE MONTHS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

17. Indemnification. Client shall defend or settle, at its option and expense, any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") incurred by or asserted against Context in connection with any third party claim to the extent such Liabilities result from Client's (i) misuse of the Products, (ii) alteration of the Products, (iii) combination of the Products with other software, hardware, systems or processes not provided, specified, or approved by Context; or (iv) Client's reliance on the data provided in connection with the Products, including, without limitation, the UCR Fee Schedules and DPS.

18. Default by Client and Remedies. Should Client (a) default in the payment of any sum of money hereunder, (b) default in the performance of any other of its obligations hereunder, or (c) commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or if any substantial part of Client's property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, then, in any such event, Context, at its option, may, upon written notice, (i) terminate the Term immediately, (ii) declare all amounts due and to become due hereunder immediately due and payable, (iii) repossess any Products in Client's possession and/or (iv) cease providing the Products. The remedies contained in this Section 17 are cumulative and in addition to all rights and remedies available to Context under these Terms and Conditions, by operation of law or otherwise.

19. End User Restriction. Based on requirements from Context's data and code licensors, including without limitation the American Medical Association (AMA), the American Dental Association (ADA), the American Society of Anesthesiologists (ASA) and others, Context is required to obtain the consent of Client regarding the following terms. To the extent, if any, that the Products contain data licensed to Context by the AMA, ADA, or ASA the following additional restrictions shall apply:

A. The updated version of CPT in the Products is based upon a contractual agreement between Context and the AMA. The updated version of CDT in the Products is based upon a contractual agreement between Context and the ADA. The updated version of the ASA CROSSWALK is based upon a contractual agreement between Context and the ASA. The updated version of HCPCS is maintained and distributed by Centers for Medicare & Medicaid Services (CMS). The updated version of ICD is maintained and distributed by the National Center for Health Statistics (NCHS) and CMS.

B. The Products contain Current Procedural Terminology (CPT) codes, Current Dental Terminology (CDT) codes and/or information from the ASA CROSSWALK. CPT codes, descriptions and other data are copyrighted by the American Medical Association. All rights reserved. CPT is a registered trademark of the AMA. CDT codes are copyrighted by the American Dental Association. All rights reserved. CDT is a trademark of the ADA. The ASA CROSSWALK is copyrighted by the American Society of Anesthesiologists. All rights reserved. CROSSWALK is a registered trademark of the ASA.

C. The Products may only be used by Client for its internal business purposes and only within the United States. Client must ensure that anyone with authorized access to the Products will comply with the provisions of these Terms and Conditions.

D. Use of the Products, CPT, ICD, CDT, ASA CROSSWALK or HCPCS or information contained therein in any public computer-based information system or public electronic bulletin board is prohibited.

E. Use of the Products to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified healthcare provider is prohibited.

F. The publishing, distributing, translating, decompiling, disassembling, reverse engineering or transferring possession of the Products or CPT, CDT, ICD, ASA CROSSWALK or HCPCS (or a copy or portion thereof) is prohibited.

G. The creation of derivative works based on the Products, CPT, CDT, ICD, ASA CROSSWALK or HCPCS and selling, leasing or licensing it or otherwise making the Products, CPT, CDT, ICD, ASA CROSSWALK or HCPCS, or any portion thereof available to an unauthorized party is prohibited.

H. Client may only make copies of the Product for back up or archival purposes. All notices or proprietary rights, including trademark and copyright notices, must appear on all permitted back up or archival copies made.

I. Applicable FARS\DFARS Restrictions Apply to Government Use. This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois 60654 and the American Dental Association, 211 East Chicago Avenue, Chicago, IL 60611. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227—7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provision of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007) as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

J. None of Context, AMA, ADA, NCHS, ASA or CMS warrant the data contained in the Products or the CPT, CDT, ICD, ASA CROSSWALK or HCPCS will meet Client's requirements, or that the use of the Products or CPT, CDT, ICD, ASA CROSSWALK or HCPCS will be uninterrupted or without error. CPT and CDT are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. No fee schedules, basic unit, relative value units, conversion factors and/or related components are assigned by AMA or are included in CPT or CDT. The AMA and ADA do not directly or indirectly practice medicine or dispense medical services. The responsibility for the content of this file/product is with Context and no endorsement by the AMA or ADA is intended or implied. The AMA and ADA disclaim responsibility for any consequences or liability attributable to or related to any use, non-use, or interpretation of information contained or not contained in this file/product. This agreement will terminate upon notice if you violate its terms. The AMA and the ADA are a third-party beneficiary to this agreement.

K. Client acknowledges and agrees that CONTEXT is required to provide the AMA, the ADA, and or the ASA with information concerning Client's purchase of the CPT and/or CDT products or data files, including unique customer identification, date of licensing, user counts and any other information requested by the licensor. Such disclosure shall not constitute a violation of the confidentiality provisions of these Terms and Conditions.

L. Editorial Content as contained in the Products is provided "as is" without any liability to the Context, AMA ADA, NCHS, ASA or CMS, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet the Client's requirements.

M. The scope of this license is determined by the AMA, the ASA and the ADA, the copyright holders. Any questions pertaining to the license or use of the CPT, the ASA CROSSWALK or CDT should be addressed to the AMA, the ASA or the ADA. End Users do not act for or on behalf of Context. **CONTEXT DISCLAIMS RESPONSIBILITY FOR ANY LIABILITY ATTRIBUTABLE TO END USER USE OF THE CPT, THE ASA CROSSWALK OR CDT. CONTEXT WILL NOT BE LIABLE FOR ANY CLAIMS ATTRIBUTABLE TO ANY ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE INFORMATION OR MATERIAL CONTAINED IN THE PRODUCTS.** In no event shall Context be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of such information or material.

20. General.

A. Client acknowledges that it has not been induced to agree to these Terms and Conditions by any representation or warranty not set forth in these Terms and Conditions. Except as specifically provided herein, these Terms and Conditions contain the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter.

B. These Terms and Conditions and the agreement between Context and Client may not be assigned by Client, in whole or in part, without the prior written consent of Context. These Terms and Conditions and the agreement between Context and Client shall be binding upon and shall inure to the benefit of Context and its affiliates and Client and their respective successors and permitted assigns.

C. If any provision of these Terms and Conditions (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of these Terms and Conditions shall not in any way be affected or impaired thereby.

D. The headings in these Terms and Conditions are intended for convenience or reference and shall not affect its interpretation.

E. Any breach of any provision of these Terms and Conditions will cause Context irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights or remedies which may be available to such party, at law or in equity.

F. Unless otherwise stated, all notices required under these Terms and Conditions shall be in writing and served by Certified mail or Registered mail, return receipt requested, with a copy by first class mail or by personal service and shall be deemed to have been duly given when sent if by mail to the addressee or when received if hand delivered to Context at 55 Shuman, Suite 650, Naperville, IL 60563 or to Client at the address designated on the applicable Order or such subsequent address as may be designated in writing by the perspective party.

G. These Terms and Conditions will be governed and construed under Illinois law without regard to its conflict of laws provisions. Client hereby submits to the personal non-exclusive jurisdiction of the courts of the state of Illinois for all purposes connected to the purchase and sale of the Products. In any legal proceeding between the parties, venue shall exclusively lie in the state and federal courts situated in Cook County, Illinois.

H. No waiver of any breach of these Terms and Conditions will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.