

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of the Effective Date set forth in the applicable Order Form ("Effective Date"), by and between Meditab Software, Inc., a California corporation, having its principal place of business at 8795 Folsom Blvd. STE 205, Sacramento, California 95826 ("MEDITAB"), and the CLIENT identified in the applicable Order Form ("CLIENT"). Meditab and CLIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

I. LICENSE

MEDITAB hereby grants to CLIENT and CLIENT hereby accepts, per the terms of this Agreement, a non-exclusive and non-transferrable software license (the "License") to use MEDITAB's Intelligent Medical Software (IMS) outlined in System Cost Summary (hereafter known as the "SYSTEM") in executable object code form. The License authorizes CLIENT to use the number of purchased licenses for the SYSTEM, as referenced in the System Cost Summary, on CLIENT's computer equipment only and for the sole benefit of CLIENT. CLIENT shall not permit any other person or entity to access or use the SYSTEM.

II. TERM / FEES

A. The initial term of this Agreement is twelve (12) months from the Go-Live date or three (3) months from the Effective Date, whichever comes first. Upon expiration of said initial term, the license shall renew automatically for successive twelve (12) month periods unless MEDITAB or CLIENT provides notification of non-renewal at least sixty (60) days prior to the end of the applicable term. Go-Live date is defined as the date when CLIENT can or should be able to use substantial portions of the SYSTEM, as determined by MEDITAB.

B. If CLIENT is billed by MEDITAB for hosting services provided by a third party, CLIENT shall pay MEDITAB for all hosting fees as of the date of use of such service as detailed in the Cost Summary and Cost Detail Attachment.

C. Additional licenses purchased after execution of this Agreement will be billed at the then applicable pricing. Other products and services not included in the System Cost Summary are subject to separate quote and execution of an Additional License Agreement which will be incorporated herein by reference.

D. CLIENT shall pay to MEDITAB, in addition to all other amounts due hereunder, a service charge of 1.5% per month on all payments and other amounts past due that are delinquent more than thirty (30) days after the date of invoice.

E. If any applicable federal, state or local taxes of any kind, License registration fees, or similar charges are imposed as a result of CLIENT's possession or use of the SYSTEM, CLIENT shall be responsible for such charges. CLIENT will not pay any fees or taxes that MEDITAB is obligated by law to pay, including, but not limited to, business taxes and State or local taxes. MEDITAB



reserves the right to collect sales/use tax rates and/or collect the state tax assessed should CLIENT fail to pay any and all taxes.

III. IMPLEMENTATION SERVICES AND TRAINING

MEDITAB shall provide Implementation Services and Training for the lump sum fee set forth in System Cost Summary subject to the following terms and conditions:

A. MEDITAB reserves the right to increase the fees if the project is not completed within six (6) months of execution of the Agreement, or if CLIENT changes the scope of the project.

B. The fees set forth in System Cost Summary are for MEDITAB's standard implementation services and initial training. MEDITAB reserves the right to increase fees if the standard implementation services are modified to accommodate CLIENT requirements or due to delays beyond MEDITAB's control.

C. Should CLIENT request MEDITAB assistance for onsite hardware set-up and/or network configuration, additional fees will apply. Meditab will be reimbursed for travel and other reasonable business expenses when incurred. Such expenses must be approved in advance by the client.

D. CLIENT will receive an Implementation Plan that includes all services required to complete this implementation and it will identify any necessary work outside of standard business hours. In the event additional services are required outside of the scope of the Implementation Plan, additional fees will apply. Services provided at the request of the CLIENT outside of standard business hours (8:30 am to 5:00 pm Monday through Friday), Saturday, Sunday, observed holiday, evening and rush rates are available at a surcharge. Implementation and training services are rendered online or via electronic media. CLIENT will be responsible for all costs associated with any changes outside the original scope of work.

E. CLIENT will be solely responsible for allocating recommended training time for all staff prior to Go-Live Date. The training schedule will be mutually agreed upon. CLIENT will be billed for any training canceled without giving at least a 48-hour notice to Meditab or if more than 3 scheduled training are canceled.

F. CLIENT's full cooperation with all of MEDITAB's hardware, software, implementation and training recommendations are material requirements of this Agreement. Minimum hardware and software requirements can be found at https://www.meditab.com/pdf/system_requirements.pdf

G. Additional implementation and training information and terms can be found at <https://www.meditab.com/pdf/Training-and-implementation.pdf>

IV. SUPPORT AND ENHANCEMENTS

A. Provided CLIENT is not in breach of this Agreement, MEDITAB shall support and maintain the SYSTEM in conformity with the Warranty described below. MEDITAB, or its authorized representative, shall use commercially reasonable efforts consistent with prevailing industry

standards to correct any problems that materially impact on CLIENT's use of the SYSTEM if such problems result from demonstrable and repeatable errors or defects in the SYSTEM licensed pursuant to this Agreement. CLIENT is not responsible for any expenses incurred by MEDITAB to remedy such problems. Whenever possible, remote diagnostics will be used to expedite the correction of any programming error. Support shall not cover problems caused by CLIENT modifications to the executable code or database compromising the SYSTEM, or caused by CLIENT's hardware, internet service, software or improper use of the SYSTEM. SYSTEM may be unavailable while MEDITAB performs routine maintenance and enhancements.

B. MEDITAB reserves the right to change support and enhancement fees for a renewal year, with ninety (90) days prior written notice. Any increase shall not exceed 5% of such charges in the previous year fees. Fees for third party products or services may be subject to increase at any time.

C. MEDITAB provides SYSTEM support 24 hours a day, 7 days a week. The aforementioned hours of support are not material to this Agreement and may be modified at MEDITAB's own discretion with prior notice. Support for services provided by third parties is subject to the vendors' support schedule. MEDITAB shall not be held in breach under this Agreement or liable for its and its vendors' support unavailability due to force majeure and other reasons beyond MEDITAB's control.

D. The following are not included in the support and enhancement quote, and will be billed separately: (i) failure to operate the SYSTEM in accordance with MEDITAB's recommendations, including power and environmental specifications; (ii) alteration of the SYSTEM by CLIENT or CLIENT representative without prior written approval from MEDITAB; (iii) SYSTEM failure caused by device or equipment failures not covered hereunder (including power failures, network failures, and hardware failures); and (iv) training of new staff after the initial training period.

E. If CLIENT does not renew the support and enhancements, a re-entry fee will apply should CLIENT wish to receive any enhancements or support services as provided in this Agreement. The re-entry fee is calculated as follows: 125% of all previous Support and Enhancement fees at the time of re-entry. CLIENT shall be responsible at all times for any third party fees associated with usage of the SYSTEM and Ancillary Services.

F. If any hardware has been purchased by CLIENT from MEDITAB, such hardware is not covered by support and enhancements services. MEDITAB hereby passes through to CLIENT any and all warranties provided by the manufacturer for that hardware.

G. MEDITAB reserves the right to discontinue support on older software versions with ninety (90) days prior written notice.

H. MEDITAB will provide all enhancements made to the SYSTEM, and any related materials, to the CLIENT, during the term of this Agreement and any renewals thereof. Enhancements will be provided online or via media that can be easily loaded on the CLIENT's system by the CLIENT. CLIENT is responsible for familiarizing employees with the changes.

I. MEDITAB is not responsible for providing hardware, operating system software or third party software (e.g. MS Excel, Sybase, etc.) that may be required by any enhancements to the SYSTEM.

J. CLIENT agrees that modified or enhanced versions of the licensed SYSTEM do not constitute a program different from the licensed SYSTEM, and as such, fall under the terms and conditions of this Agreement.

K. Software Updates MEDITAB may, from time to time and in its sole discretion, develop and provide updates to the Services, which may include, but not be limited to, upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionalities of the Services. CLIENT understands and agrees that CLIENT is hereby required to keep current with the Services licensed from MEDITAB and to install all Updates and new versions on a timeline approved by MEDITAB. This timeline will be communicated by MEDITAB to CLIENT in writing. No Support services will be provided for versions of the Services beyond the two most-recent versions (the "Supported Releases"), nor MEDITAB warrants that versions prior to the Supported Releases would function properly or be compatible with newer versions of the Services. Failure by CLIENT to install all Updates or new versions of the Services shall be considered a material breach of this Agreement and subject to termination by MEDITAB.

V. CLIENT'S RESPONSIBILITIES

A. CLIENT shall comply with all terms and conditions of this Agreement, including links thereto.

B. CLIENT shall timely pay all invoices, and continue to pay for all support and maintenance/enhancement charges, and other due charges for the purchased License(s) and other services and products received by CLIENT under this Agreement.

C. CLIENT shall comply with all HIPAA and HITECH rules/regulations.

D. CLIENT is responsible for maintaining and storing in a safe and secure location backup copies of all data files CLIENT may place in the SYSTEM. In no event shall MEDITAB be liable for the loss or destruction of CLIENT's data for any reason.

E. CLIENT is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services not owned or operated by or on behalf of MEDITAB, that allow CLIENT to access and use the SYSTEM in accordance with any and all operating instructions or procedures that may be issued by MEDITAB and that meet the minimum requirements specified by MEDITAB. CLIENT understands and agrees that the operation and availability of the systems used for accessing and interacting with the SYSTEM, including, power supply, telephones, computer networks and the internet or to transmit information, whether or not supplied by CLIENT, MEDITAB, or MEDITAB's partner/vendor, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the SYSTEM. MEDITAB and its partners, affiliates and third party vendors are

not in any way responsible for any such interference with or prevention of CLIENT's access and/or use of the SYSTEM.

F. CLIENT shall comply with all implementation, training, hardware specifications, and software recommendations of MEDITAB. CLIENT shall be solely responsible to ensure that all employees, including new employees, and users of the SYSTEM are properly trained.

G. CLIENT shall take reasonable steps to ensure the security of the SYSTEM and CLIENT data. CLIENT shall be responsible for system and network password management and for ensuring that no virus/malware is loaded onto or may corrupt the SYSTEM.

H. CLIENT shall promptly notify MEDITAB before CLIENT adds user(s) beyond those specifically licensed to use the SYSTEM under this Agreement or amended Agreement, if any.

I. CLIENT shall not solicit for employment any employee of MEDITAB who is employed by MEDITAB on or after the Effective Date of this Agreement.

J. CLIENT shall promptly notify MEDITAB of any change in address, billing email or CLIENT's business status.

K. CLIENT shall be solely responsible to use the SYSTEM in accordance with its user documentation and MEDITAB's recommendations.

L. CLIENT shall be considered the sole and exclusive custodian of patient data, and be solely responsible to respond to any subpoena or record request from any third party or government entity. CLIENT shall indemnify MEDITAB for any fees/costs incurred.

M. CLIENT is solely responsible to verify with all appropriate authorities the right to use the SYSTEM, the rules and regulations for using the SYSTEM in accordance to their state and federal laws and regulations, including HIPAA and other privacy regulations, and obtain all prior approvals, if any, before using the SYSTEM. CLIENT is responsible to make its own independent and informed decision for when and how the SYSTEM is utilized. CLIENT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND MEDITAB FROM ANY AND ALL CLAIMS, LIABILITIES, MATTERS, FINES OR SUITS INCLUDING ALL FEES AND COSTS FOR COMPLYING WITH SUBPOENAS, BROUGHT BY ANY THIRD PARTY, AGENCY, ENTITY, PATIENT, INCLUDING PATIENT'S HEIR OR ASSIGNS, AGAINST MEDITAB ARISING OUT OF CLIENT'S MATERIAL BREACH OF ANY RESPONSIBILITY SET FORTH IN THIS AGREEMENT.

VI. LIMITED WARRANTY

A. MEDITAB REPRESENTS THAT DURING THE TERM OF THIS AGREEMENT, THE SYSTEM WILL SUBSTANTIALLY PERFORM INTENDED CENTRAL FUNCTIONS (as listed in Attachment "A" hereto). CLIENT MUST TIMELY NOTIFY MEDITAB IN WRITING OF THE DISCOVERY OF ANY MATERIAL DEFECTS IN THE SOFTWARE.

B. THE FOREGOING LIMITED WARRANTY DOES NOT APPLY TO THE SYSTEM IF USED, IN WHOLE OR IN PART, WITH COMPUTER EQUIPMENT OR SOFTWARE OTHER THAN AS RECOMMENDED, OR USED BY UNLICENSED USERS. SUCH WARRANTIES

SHALL BE NULL AND VOID TO THE EXTENT THAT CLIENT OR ANYONE OTHER THAN MEDITAB OR ITS EMPLOYEES SHALL MODIFY OR ATTEMPT TO MODIFY THE SYSTEM SOFTWARE (EXECUTABLE CODE) OR ANY PART THEREOF, AND SUCH MODIFICATION CAUSES THE SYSTEM TO NOT FUNCTION AS WARRANTED, OR IN THE EVENT CLIENT SHALL USE OR ALLOW THE SYSTEM TO BE USED IN A MANNER INCONSISTENT WITH THE SPECIFICATION OF THE SYSTEM FOUND IN THE DOCUMENTATION PROVIDED TO CLIENT.

C. THE FOREGOING WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. MEDITAB DOES NOT REPRESENT THAT THE SYSTEM WILL MEET ALL CLIENT REQUIREMENTS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.

VII. LIMITATION OF LIABILITY

A. MEDITAB'S TOTAL LIABILITY FOR ANY CLAIMS AND DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL, OR FOR ANY LOST PROFITS, FUNDING, SAVINGS OR REVENUES OF ANY KIND, HOWEVER SUCH DAMAGES AND LOSSES MAY BE CAUSED (EXCEPT FOR FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY, OR VIOLATION OF THE APPLICABLE LAW) SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEES, AND EXCLUDING VENDOR AND THIRD PARTY FEES AND COSTS, ACTUALLY PAID BY THE CLIENT AND RECEIVED BY MEDITAB IN THE LAST TWELVE (12) MONTHS. MEDITAB SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND ITS CONTROL. IN NO EVENT WILL MEDITAB BE LIABLE FOR ANY DAMAGE CAUSED BY CLIENT'S FAILURE TO PERFORM CLIENT'S OBLIGATIONS AND RESPONSIBILITIES, OR FOR LOST PROFITS, TRAINING COSTS, IMPLEMENTATION COSTS, HARDWARE (IF ANY), AND OTHER CONSEQUENTIAL DAMAGES, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS KNOWN TO MEDITAB, OR FOR ANY CLAIM AGAINST CLIENT BY ANY THIRD PARTY.

B. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CONSEQUENTIAL DAMAGES; SUBSECTION "A" APPLIES ONLY TO THE EXTENT AVAILABLE BY APPLICABLE LAW.

C. WITHOUT LIMITING THE FOREGOING, CLIENT AGREES THAT THE USE OF THE SYSTEM BY CLIENT OR CLIENT'S PERSONNEL FOR ANY PURPOSE RELATED TO PATIENT CARE CANNOT BE CONTROLLED BY MEDITAB AND MUST NOT BE SUBSTITUTED FOR CLIENT'S PROFESSIONAL SKILL AND JUDGMENT. CLIENT ACKNOWLEDGES THAT MEDITAB IS IN NO WAY RESPONSIBLE FOR ANY PHARMACEUTICAL, MEDICAL, LEGAL OR SIMILAR INFORMATION CONTAINED IN,

ENTERED INTO, OR USED IN CONNECTION WITH THE SYSTEM, AND CLIENT INDEPENDENTLY WILL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION.

VIII. TERMINATION OF LICENSE AND TITLE

A. MEDITAB may terminate this Agreement upon the occurrence of any of the following events:

1. CLIENT shall be considered in breach of this Agreement if CLIENT fails to pay for all due fees and charges, other SYSTEM fees/costs, third party fees, specified equipment, implementation, training and travel fees/costs, and other charges due under this Agreement, and if such breach is not cured within ten (10) days after receipt of notice of such breach.

2. MEDITAB may, at its sole discretion, immediately terminate this Agreement if CLIENT breaches any other provision of this Agreement, or CLIENT sells its business, transfers all or part of its business to a third party, becomes insolvent or files for bankruptcy protection.

B. In the event of termination of this Agreement, CLIENT shall not be entitled to any refunds of paid fees and costs, and other charges incurred pursuant to this Agreement.

C. Upon the termination of the Agreement for any reason, CLIENT shall cease to use the SYSTEM, and shall return to MEDITAB all tangible documentation for the SYSTEM. The provisions of this Agreement regarding confidentiality and non-disclosure, and sections IX and XII(I) shall survive the termination by either Party.

D. Upon termination of this Agreement, CLIENT will not be able to access patient data or other information stored in the SYSTEM. Upon receipt of a written request from CLIENT, MEDITAB will provide a quote for read-only access or data conversion. Converted data may be limited to patient demographics from Patient Entry Window. Should CLIENT request conversion of any other data or other services, MEDITAB will provide a formal fee and cost proposal to CLIENT and an estimate of time to complete.

E. Title to the SYSTEM will at all times remain with MEDITAB irrespective of the ownership of the media on which the SYSTEM or related materials are contained.

IX. PROPRIETARY RIGHTS

A. The SYSTEM furnished to CLIENT, documentation and links herein are the property of MEDITAB. CLIENT acknowledges that MEDITAB represents that the SYSTEM constitutes a valuable asset and is a trade secret of MEDITAB. CLIENT agrees to:

1. Take reasonable steps to hold the SYSTEM and associated System Cost Summary in confidence;

2. Instruct its officers, directors, managers, employees, contractors, affiliates and agents not to sell, sublease, assign, transfer or otherwise make available the SYSTEM or the benefits thereof to others without the prior written consent of MEDITAB;

3. Not copy or duplicate by any means, the SYSTEM or any documentation or other materials furnished by MEDITAB to CLIENT with or as part of the SYSTEM, except for copies as specifically permitted in this Agreement. Client may not make any modifications or enhancements to the SYSTEM without MEDITAB's prior written consent;
4. Not remove or permit to be removed from any item included in the SYSTEM any notice placed thereon by MEDITAB indicating the confidential nature of, or the property right of MEDITAB in such item;
5. Not modify or remove the copyright notice of MEDITAB on all copies, in any form, including partial copies of the SYSTEM or any documentation or materials furnished by MEDITAB to CLIENT with or as part of the SYSTEM;
6. Limit access to the SYSTEM to only those of its employees, agents and consultants of CLIENT who need access to the SYSTEM in order to use the product thereof for CLIENT's business, and to government inspectors, as required, and if requested by MEDITAB, it will require its employees and consultants to execute a reasonable non-disclosure agreement;
7. Instruct its agents and employees not to use any information, in tangible or intangible form, which has been disclosed or may be disclosed to it or its employees by MEDITAB which has been marked "confidential" under or in connection with this Agreement for the purpose of creating or duplication or attempting to create or duplicate the SYSTEM or any documentation marked "confidential" furnished with or included in the SYSTEM.

B. Rights in Derivative Works. Any modifications, revisions, updates, bug fixes, customization, templates or enhancements to the SYSTEM ("Derivative Works") created by or with the assistance of CLIENT or any of its officers, directors, employees, contractors, affiliates or agents, shall be "works for hire" within the meaning of the copyright laws of the United States, and MEDITAB shall be considered the author for hire of such Derivative Works, and MEDITAB shall be the sole owner of all intellectual property rights, including copyright, in them. To the extent that any Derivative Works are found not to be works for hire, CLIENT agrees to, and hereby does, without compensation of any kind, convey exclusively and irrevocably to MEDITAB all right, title and interest it may possess in such Derivative Works, and further agrees, upon MEDITAB's request and at CLIENT's own expense, to execute any document or instrument evidencing such conveyance, or which may be necessary to perfect MEDITAB's exclusive title in such Derivative Works.

C. MEDITAB shall exercise the same degree of care to preserve the proprietary nature of all CLIENT confidential information as it exercises to protect its own confidential information of like kind, so long as the confidential nature of such information is identified to MEDITAB prior to disclosure of it.

D. MEDITAB may refer to CLIENT by name in advertising and promotional materials in connection with MEDITAB's SYSTEM. CLIENT may not advertise, market, promote or publicize in any manner its use and access to MEDITAB's SYSTEM or its participation in this Agreement without the express consent of MEDITAB in each instance. MEDITAB may contact CLIENT regarding goods, services, or promotional offers that may be of interest to CLIENT that



are offered by Meditab or by third parties, which may be related or unrelated to Meditab. MEDITAB shall require the recipient to both keep CLIENT's information confidential and not use it for any purpose except for such purposes. CLIENT may opt-out at any time by sending an email to marketing@meditab.com.

X. HIPAA PROVISION

Parties shall enter into a Business Associate Agreement as mentioned in the Order Form. The Business Associate Agreement shall govern the Parties' respective rights and obligations with respect to PHI and shall be incorporated into and form part of this Agreement. In the event of any conflict between this Agreement and the Business Associate Agreement regarding Protected Health Information, the Business Associate Agreement shall control solely with respect to such matters.

XI. ARBITRATION

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO SUBMIT ANY CONTROVERSY, CLAIM OR DISPUTE TO CIVIL LITIGATION AND TO HAVE SUCH MATTER RESOLVED BY A JURY. AS FURTHER CONSIDERATION TO ENTER INTO THIS AGREEMENT, THE PARTIES AGREE THAT ANY CONTROVERSY, CLAIM, OR DISPUTE BETWEEN THE PARTIES WHICH ARISES OUT OF THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN SACRAMENTO COUNTY, CALIFORNIA, IN ACCORDANCE WITH THE RULES SET FORTH IN THE CALIFORNIA CODE OF CIVIL PROCEDURE, TITLE 9, SECTION 1280 ET SEQ., USING A SINGLE NEUTRAL ARBITRATOR. IN ANY LEGAL ACTION, ARBITRATION OR PROCEEDING EACH PARTY SHALL BE RESPONSIBLE FOR ITS COSTS AND ATTORNEYS FEES. HOWEVER, IN ANY ARBITRATION, PROCEEDING, ACTION OR COLLECTION CLAIM TO (I) SOLELY AND EXCLUSIVELY COLLECT PAST DUE FEES OR INVOICE FROM CLIENT, AND/OR (II) ANY ACTION OR PROCEEDING TO ENFORCE THE ARBITRATION PROVISION SPECIFIED IN THIS SECTION, IN ADDITION TO THE REMEDIES AND RIGHTS CREATED HEREIN AND WITHOUT WAIVING THE SAME, THE PREVAILING PARTY SHALL BE ENTITLED TO COLLECT THE REASONABLE ATTORNEY'S FEES AND COSTS.

XII. GENERAL

A. ASSIGNMENT. This Agreement is not assignable by CLIENT. Any attempt by CLIENT to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void. CLIENT shall be liable to MEDITAB for all fees, costs and damages for SYSTEM use or access

by any party not expressly authorized by MEDITAB to use or access the SYSTEM licensed to CLIENT.

B. RESERVATIONS OF RIGHTS. MEDITAB reserves the rights, title and interest in and to the SYSTEM and services provided under this Agreement, including all related intellectual property rights. MEDITAB reserves the right to utilize data contained within or derived from SYSTEM in a HIPAA-compliant manner in an effort to improve the SYSTEM and services, and to lower overall costs of operations. No rights are granted to CLIENT hereunder other than as expressly set forth herein.

C. MODIFICATION. The terms of this Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of MEDITAB and CLIENT. Third party fees and costs are not subject to this modification provision.

D. FORCE MAJEURE. MEDITAB is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

E. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in the Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

F. SEVERABILITY. If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.

G. GOVERNING LAW. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Sacramento County, California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys fees and court costs from the non-prevailing party.

H. CONSENT TO JURISDICTION. Without waiver of the Arbitration provision in Section XI, CLIENT and MEDITAB hereby consent and agree that the Superior Court of the State of

California for the County of Sacramento shall have personal jurisdiction and proper venue with respect to any injunctive relief or legal proceeding between MEDITAB and CLIENT. This location may be changed by MEDITAB with thirty (30) days' notice but only in the event that MEDITAB's corporate headquarter is moved.

I. SECURITY INTEREST. CLIENT grants MEDITAB, and MEDITAB reserves, a security interest, covering all CLIENT's obligations under this Agreement (including any liability for breach of CLIENT's obligations), and applying to all of CLIENT's right, title and interest in the SYSTEM and all information and materials placed into or produced by the SYSTEM, together with all accessions to the SYSTEM and any proceeds that may arise in connection with the sale or disposition of it. CLIENT shall cooperate with MEDITAB in the filing of Financing Statements to perfect such security interests; furthermore, CLIENT authorizes MEDITAB to execute and file Financing Statements without the CLIENT's signature in any jurisdiction in which such procedure is necessary and/or authorized.

J. NO WAIVER. No waivers of or exceptions to any term, condition or provision of this Agreement, including timely billing CLIENT or acceptance of a late payment from CLIENT, in any one or more instances, shall be deemed to be, or construed as, a waiver and/or further or continuing waiver of any such term, condition or provision.

K. COMPLETE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, and agree to be bound by all of its provisions. This Agreement, together with any Exhibits, Addendums, and Amendments, which are incorporated herein by this reference, constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior oral and written communications, quotes, representations, promises and guarantees concerning the subject matter of this Agreement. Any Amendments and/or Addendums to this Agreement executed between the parties shall be considered part of this Agreement and shall be incorporated herein by reference. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Order Form; (ii) second, this Agreement, excluding its Exhibits; and (iii) third, any other documents incorporated herein by reference.

L. HEADINGS. The headings in this Agreement are for convenience only and shall not affect the interpretation hereof. Whenever the context may permit, any pronoun used herein shall include the corresponding, masculine, feminine or neuter forms, and the singular form of any noun or pronoun, including any capitalized term defined herein, shall include the plural and vice versa.

M. UPDATES TO THIS AGREEMENT. MEDITAB may update, modify, or amend this Agreement from time to time at MEDITAB's discretion. Any such changes will be effective upon posting the updated Agreement. CLIENT's continued access to or use of the Services after the effective date of any changes constitutes CLIENT's acceptance of the revised Agreement.

XIII. ANCILLARY SERVICES

MEDITAB may provide to CLIENT additional Ancillary Services, such as but not limited, IMS Care Portal, IMS Go, IMS Fax Cloud, IMS InTouch, Meditab Offsite Backup, Interface, Bridges to Excellence, Electronic Prescription of Controlled Substances, Health Information Exchange and Drug Formulary, as specified in the System Cost Summary - Optional Software and under the additional terms and conditions outlined in the following link:
<http://www.meditab.com/pdf/Ancillary-Services.pdf>.

