



INPRIVA END-USER LICENSE AGREEMENT

I. SUBLICENSE

Inpriva, Inc. (Inpriva) hereby grants a limited nonexclusive and nontransferable sublicense for certain Direct Messaging Services and other Health Information Network Services (together, the "HIN Services"), including the right to store and use all information/data provided or obtained through use of the HIN Services (the "Inpriva Information"), through Computer Programs and Systems, Inc. (the "Sublicensor") to the end-user Sublicensee (the "End-User" or "Customer") for use within the territorial boundaries of the United States and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory") subject to a written agreement between Sublicensor and Sublicensee. Sublicensee acknowledges that Inpriva owns the HIN Services subject to the sublicense. Sublicensee may not access or use the HIN Services or store Inpriva Information from, or send the Inpriva Information to, any location outside of the Permitted Territory without first obtaining Inpriva's prior written approval and entering into such written agreements as Inpriva may require.

II. PROTECTIONS AND NONDISCLOSURE

Sublicensee agrees that it shall protect all Intellectual properties in the HIN Services, including without limitation, patents, copyrights, and trade secrets. Further, Sublicensee shall not disclose any HIN Services to any third parties, nor reverse engineer any HIN Services. Client may not allow a third party service provider (hereafter "Service Provider") to access or use the HIN Services or store or otherwise use Inpriva Information on its behalf without first obtaining Inpriva's written permission.

III. WARRANTY DISCLAIMER

ANY USE BY SUBLICENSEE OF THE HIN SERVICES IS AT SUBLICENSEE'S OWN RISK. THE HIN SERVICES ARE PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INPRIVA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

IV. LIMITATION OF LIABILITY. NO LIABILITY FOR DAMAGES

IN NO EVENT SHALL INPRIVA OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE USE OR INABILITY TO USE ANY PRODUCT AND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INPRIVA'S CUMULATIVE LIABILITY ARISING OUT OF THIS SUBLICENSE EXCEED THE AMOUNTS ACTUALLY PAID BY SUBLICENSEE TO SUBLICENSOR OR INPRIVA FOR THE HIN SERVICES PURSUANT TO THIS SUBLICENSE.

V. RESPONSIBILITIES OF END-USER

1. This Section V applies to any means through which an End-User orders or accesses the HIN Services including, without limitation, system-to-system, personal computer or the Internet.
2. For the purposes of this Section V, the term "Authorized User" means a Customer employee that Customer has authorized to order or access the HIN Services and who is trained on Customer's obligations under this End-User License Agreement with respect to the ordering and use of the HIN Services and Inpriva Information.
3. Each Direct Address has a healthcare or healthcare-associated organization, person or device bound to it as reflected in an associated Direct Digital Certificate. This License, which grants access to the HIN Services is expressly conditioned upon compliance by the End-User with the terms and conditions of the Direct Digital Certificates, including those related to management of the HIN Services.
4. Customer shall ensure that only Authorized Users can order or have access to the HIN Services.
5. Customer shall take all necessary measures to prevent unauthorized ordering of or access to the HIN Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Customer security codes, member numbers, User IDs, and any passwords Customer may use (collectively, "Security Information"), to those individuals with a need to know.
6. Customer shall monitor compliance with the obligations of this Section V, and immediately notify Inpriva if Customer suspects or knows of any unauthorized access or attempt to access the HIN Services.

7. If, subject to Section II, Customer uses a Service Provider to establish access to the HIN Services, Customer shall be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Customer under this Section V,
8. Customer shall use commercially reasonable efforts to assure data security when disposing of any individually identified personal information obtained from Inpriva. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Customer's activities (e.g. the Office of Civil Rights) applicable to the handling of such information or records.
9. Customer shall use commercially reasonable efforts to secure Inpriva Information when stored on servers.
10. Customer is responsible for ensuring that Users are properly qualified to use the HIN Services and use them for appropriate purposes. It is the Customer's responsibility to review the access auditing reports for individual Users if that is deemed by Customer to be important for their HIPAA compliance.
11. Customer is responsible for establishing a trust policy to be used by the HIN Services to determine which recipients Users can send messages to and which senders the User can receive messages from. Customer is responsible for the completion of registration forms and agreements required for enrollment to use the HIN Services, including those establishing the identity of the Customer and the Customer's Representative.
12. Customer agrees to accurately complete its registration information in the as part of the registration process and maintain the accuracy of the information in an "Identity Registry" provided by Inpriva. Customer agrees to have this registration information checked for consistency with other information sources by the Inpriva and understand that inconsistencies may result in termination of HIN Services unless and until corrected by the Customer. Customer agrees to require that its Users maintain the accuracy of the information contained in the Identity Registry.
13. Customer acknowledges that information provided by the Customer and its Users may be included in Provider/Direct directories accessible to other organizations or persons having Direct addresses, unless the Customer notifies Inpriva otherwise.
14. Customer agrees to comply fully with all requirements (including but not limited to requirements regarding individuals receiving access to the HIN Services, and requirements regarding identity proofing of those individuals) that are set forth on these web pages relating to registration, enrollment and management of the HIN Services and for the HIN Services generally. The Participant further understands that such requirements may be updated by Inpriva from time to time in its sole discretion, and that it is the responsibility of the Customer to review the requirements on an ongoing basis and to ensure the Customer's continued compliance with those requirements.
15. If Inpriva reasonably believes that Customer has violated this Section V, Inpriva may, in addition to any other remedy authorized by this End-User Agreement, with reasonable advance written notice to Customer and at Inpriva's sole expense, conduct, or have a third party conduct on its behalf, an audit of Customer's network security systems, facilities, practices and procedures to the extent Inpriva reasonably deems necessary, including an on-site inspection, to evaluate Customer's compliance with the data security requirements of this Section V.