

**INFORMATION TECHNOLOGY SUPPLEMENT TO
MINISTRY HEALTH CARE, INC. AND AFFILIATES
PURCHASE ORDER TERMS AND CONDITIONS**

1. Grant of License. Seller grants to the Buyer (or Buyer's Affiliate, as applicable) a fully paid, perpetual, non-exclusive, non-transferable (except as provided below) license to use and copy the software and documentation for the internal business purposes of the Buyer. Buyer may, upon written notice to Seller, transfer any license to an Affiliate or location of Buyer. Buyer may make copies of the Software and Documentation as the Buyer reasonably deems necessary for Buyer's internal backup, test, archival, training and recovery use, provided all copies retain Seller's proprietary markings.

2. Acceptance. Buyer has sixty (60) days to test the software, using the test criteria developed by the Buyer, in order to determine if it performs in accordance with its documentation and published specifications. If Seller installs the software, the test period starts when Seller notifies Buyer in writing that the software is installed, configured and ready for acceptance testing. If Buyer installs the software, the test period starts upon delivery of the software to Buyer. If the software does not perform as required above, Buyer shall so notify Seller, and Seller must correct the errors or defects within ten (10) business days after receiving notice. Buyer may re-test the software for up to fifteen (15) days. This process shall continue until the software performs as required. If the software does not perform as required after two attempts by Seller to correct deficiencies, then Seller shall, at Buyer's request, refund to the Buyer the full amount that Buyer has paid. If Buyer acquires software and hardware from or through Seller, then Buyer may test the software and hardware together as a system.

3. Support. Seller shall provide support and maintenance to the Buyer as identified on the Purchase Order. Unless Buyer and Seller agree otherwise, support for the software shall continue for a minimum of five (5) years from acceptance by Buyer. Support shall include error correction and software updates (including modifications to improve performance, correct errors, or comply with law,) together with related documentation, installation and configuration that Seller makes generally available to its licensees.

4. Remote Access. Remote access to any of Buyer's systems for maintenance and support of the software or any hardware acquired by Buyer from or through Seller is subject to compliance by Seller with the Buyer's remote access and other security requirements. Seller's access may require prior certification by Buyer that Seller complies with the Buyer's security policies and standards. Buyer may modify these security requirements and Seller must comply with the most recent version of the Buyer's security requirements. Seller must ensure that each of its personnel having access to any part of Buyer's systems: (i) is assigned a separate log-in ID by Buyer and uses only that ID when logging on to Buyer's system; (ii) logs-off Buyer's system immediately upon completion of each session of service; (iii) does not allow other individuals to access the Buyer's system; and (iv) keeps strictly confidential the log-in ID and all other information that enables access. Seller must promptly notify Buyer upon termination of employment or reassignment of any of its personnel with access to Buyer's systems. Seller shall be fully liable for all loss or damage incurred by Buyer arising out of its failure to comply with this provision.

5. Training and Assistance. Unless otherwise provided in this Purchase Order, upon Buyer's request, and at no additional cost, Seller shall provide reasonable education, training, assistance and advice to Buyer in the proper installation, use, operation and handling of the software. At no cost to Buyer, Seller shall provide to Buyer all reasonably necessary telephone consultation requested by Buyer in connection with the use and operation of the software or any problems with any services provided by Seller.

6. Site Access. Seller's and its contractors' access to any Buyer's facility is subject to Seller's compliance with Buyer's safety, security and operational requirements. In addition, Seller must comply with all applicable security, access, safety and fire protection regulations, policies and procedures, and all applicable state and municipal safety regulations, building codes or ordinances.

7. Disaster Recovery. For all Seller systems used in connection with the processing or storage of Buyer's data or the hosting of software licensed by Buyer, Seller shall establish and maintain arrangements for emergency backup services and resources as set forth in this section. If a disaster occurs at and/or affects Seller's facilities and interrupts Seller's systems, Seller shall take all measures to minimize the damage caused by any impairment of any services provided to Buyer resulting from the disaster. In the event of a disaster occurring at and/or affecting Seller's facilities and interrupting any services furnished by Seller to Buyer, Seller shall work diligently and use its best efforts to restore such services as quickly as possible.

8. Virus Warranty. Seller represents and warrants that the software does not and shall not contain any lock, clock, timer, trojan horse, easter egg, time bomb, counter, copy protection feature, replication devices or defect ("virus" or "worm" as such terms are commonly used in the computer industry), CPU serial number references, or other device that: (i) might lock, disable or erase the software (ii) prevent Buyer from fully utilizing the software; (iii) require action or intervention by Seller or other persons or entities to allow Buyer to utilize the software; or (iv) might damage Buyer's networks, data, computer equipment or other property as a result of accessing the software. Seller shall be fully liable for all loss or damage arising out of its failure to comply with this provision.

9. Pass-Through Warranty. If the software contains any third-party software not separately licensed to Buyer, or if Buyer acquires from Seller any hardware not manufactured by Seller, Seller hereby assigns to Buyer all of its rights pursuant to warranties provided by the third party software providers, equipment manufacturer(s) and operating system provider(s), if any, and hereby authorizes Buyer to enforce in Seller's name, but at Buyer's expense, all warranties, agreements or representations so assigned. Seller shall provide reasonable assistance to Buyer in making any warranty claims against the third party software providers, equipment manufacturer(s) and operating systems provider(s).

10. Indemnification for IP Infringement. If a claim is made or an action brought alleging that the software or any hardware acquired by Buyer from Seller infringes a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, Seller shall indemnify, hold harmless and defend Buyer against such claim and shall pay ongoing and resulting costs of the infringement claim, including any settlements, judgments or awards, and attorneys' and expert fees. Buyer shall promptly notify Seller in writing of the claim, and Seller shall have sole control of the defense and all related settlement negotiations. If the software or any hardware acquired by Buyer from Seller becomes, or in the reasonable opinion of Seller is likely to become, the subject of such a claim, Seller shall, at its expense, either procure the right for Buyer to continue using the same, or replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Buyer's use thereof). If neither of the above alternatives is available on a commercially reasonable basis in Seller's reasonable judgment, Seller shall (i) cooperate with Buyer to prepare for and transition Buyer to replacement software selected by Buyer, and (ii) refund to Buyer all fees paid for such software, less depreciation on a straight line basis over an assumed seven (7) year service life.

11. Loss of Data. Seller shall bear all costs of loss or corruption of data relating to failure of the software, provided Buyer conducts daily backup. In the event the software does not allow for daily backup or daily backup fails as a result of a failure of the software, Seller shall be liable for the costs of data restoration. If Seller performs remote hosting or processing services for Buyer, then Seller shall be solely responsible for maintaining backups of Buyer's data on Seller's systems. Seller shall bear all costs of loss or corruption of data relating to Seller's system failure, including but not limited to, the cost of data restoration.