Epiphany Healthcare's Cardio Server

Epiphany Healthcare Data Management, a Virginia LLC
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Midlothian, VA 23112

Epiphany Healthcare Data Management, a Virginia LLC ("Epiphany Healthcare"), and its authorized distributors, partners, licensors and representatives (collectively, its "Partners"), shall not be liable for errors contained herein or in the software, or for any incidental, punitive, special, indirect or consequential damages in connection with this Agreement and/or the furnishing, performance, or use of the software or any other material. The total liability of Epiphany Healthcare and its Partners for direct damages under this Agreement, including without limitation any damages associated with the installation and use of Epiphany Healthcare's Cardio Server software, regardless of the form of action, shall be limited to Buyer's acquisition price. This information is subject to change without notice.

Epiphany Healthcare's Cardio Server software may not be re-sold, rented, leased, sublicensed, reverse engineered, decompiled, used to create derivative works, translated, disassembled, reconstructed, copied, modified, merged, copied, reproduced, or translated into English or another language without prior written consent from Epiphany Healthcare.

WARRANTY

The Epiphany Healthcare Cardio Server software is warranted against defects in materials and workmanship for a period of ninety (90) days from the date of Buyer's go-live. During the warranty, Epiphany Healthcare will, at its option, either repair or replace software that proved to be defective. Epiphany Healthcare does not warrant that the operation of this software shall be uninterrupted or error free. No other warranty is expressed or implied. Epiphany Healthcare specifically disclaims any implied warranties of merchantability or fitness for a particular purpose other than described herein.

Cardio Server makes use of MySQL and other open-source software. They are distributed, without warranty, under the GNU General Public License. Epiphany Healthcare warrants, supra, and supports Cardio Server with its open-source components. Please see: http://www.fsf.org/licensing and http://www.mysql.com for more information. In compliance with GNU, Epiphany Healthcare offers to provide the open-source software source code upon request.

www.epiphanyhealthdata.com

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Buyer acknowledges and agrees that Epiphany Healthcare may have incorporated into certain of its products certain software owned by Datamed, LLC, and that such Datamed software is provided to Buyer under the Datamed End User License Agreement available at: http://www.datamed.com/docs/DatamedFT_EULA.pdf, which is hereby expressly incorporated herein by this reference, including without limitation all restrictions, limitations on Datamed's liability, and disclaimers set forth therein.

Epiphany Healthcare considers itself responsible for effects on safety, reliability, and performance only if:

1. Assembly operations, extensions, readjustments, modifications, and repairs are carried out by Epiphany Healthcare's authorized personnel only;
2. Electrical installation in the relevant room(s) complies with applicable requirements; and
3. The Cardio Server software is used in accordance with its instructions for use.

There are no warranties that extend beyond the description on the face hereof.

LIMITATIONS OF WARRANTY

The foregoing warranty shall not apply to defects resulting from:

1. Improper or inadequate maintenance by the Buyer;
2. Buyer-supplied software, hardware, or interfacing;
3. Operation outside of the environmental specifications for the software;
4. Improper site preparation; or
5. Improper maintenance.

IMPROPER USE OF SOFTWARE

The Cardio Server software assumes that the server technology(s) is dedicated to the task of managing electrocardiographic ("ECG") data. Operators can compromise the ability of the Cardio Server software to perform its tasks by running unapproved software(s) (e.g., games, internet applications, etc.) that is/are not qualified and tested to run with the Cardio Server software and that use resources needed for the ECG management process.

Epiphany reserves the right, under its software support agreement, to perform occasional engineering reviews of Buyer's system performance. These reviews may include, but are not limited to, accessing the Buyer's system to review performance related logs and other system metrics.

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LICENSE AGREEMENT

This License Agreement ("Agreement") is a binding contract consisting of all the included terms and conditions. Epiphany Healthcare, by its acceptance of this Agreement, agrees to license the Cardio Server software and Buyer agrees to accept such license.

Epiphany Healthcare grants to Buyer, and Buyer accepts, a non-exclusive and non-transferable license to:

1. Use the Cardio Server software at the location set forth below in object code format only;
2. Use all work product or deliverables ("Documentation") developed by Epiphany Healthcare; and
3. Use the operating manuals, training aids, and any and all other technical documents with respect to the Cardio Server software made available to Epiphany Healthcare's customers generally, for the express purpose of operating the Cardio Server software in accordance with this Agreement (collectively the "License").

Buyer further agrees to allow Epiphany the right to audit server usage for concurrent users, sites (hospitals and clinics), modality/HL7 integrations, volumes, etc. Buyer agrees to pay for incremental/non-purchased items.

Alternative Dispute Resolution

Any disputes arising out of this Agreement or the breach, termination or validity thereof shall be settled by arbitration in accordance with the then current Center for Public Resources Rules (CPR) for Non-Administered Arbitration of Business Disputes by a Sole Arbitrator Selected from a Panel provided by the Center. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §1-16 and judgment upon the award rendered by the arbitrator or any injunction ordered by the arbitrator may be entered by any court in Cook County, Illinois having jurisdiction thereof. The place of arbitration shall be Cook County, Illinois. In deciding the dispute the arbitrator shall be bound by, and shall faithfully apply the laws of the state of Illinois, including laws of evidence, but excepting the rules of procedure. The arbitrator is not empowered under any circumstances to award damages to Buyer in excess of compensatory damages recoverable under the terms of this Agreement. The arbitrator is not empowered to award damages to Buyer in excess of the Buyer's acquisition price and the arbitrator is further not empowered under any circumstances to assess any consequential or punitive damages against Epiphany Healthcare under any circumstances, whether statutory or common law in nature and including, but not limited to treble damages awarded by statute. The arbitrator shall be empowered to order any action or enjoin any action required to carry out the clear intent of the parties expressed in this Agreement. All awards shall be in writing and shall state the reasoning on which the award rests unless the parties agree otherwise. The award shall

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include a determination of all the questions submitted to the arbitrator the decision of which is necessary in order to determine the controversy. The arbitrator shall deliver a copy of the award to each party personally or by registered mail. The parties intend that the dispute resolution proceedings and the discovery involved therein shall be conducted as expeditiously as possible. Discovery shall be allowed pursuant to Federal Rules of Civil Procedure, provided, however the arbitrator shall be empowered to limit discovery for good cause and in the interest of justice in order to assure that the dispute resolution of applicable matter will proceed without undue delay.

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