

RESOLUTION NO. 10-2009

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA APPROVING PLANS, SPECIFICATIONS AND COST ESTIMATES AND AUTHORIZING THE EXECUTION OF A LEASE WITH CLARK COUNTY HOSPITAL ASSOCIATION AND THE BOARD OF TRUSTEES OF CLARK MEMORIAL HOSPITAL**

WHEREAS, the Board of Commissioners (the "Commissioners") of Clark County, Indiana (the "County"), the Board of Directors of the Clark County Hospital Association (the "Association"), the Board of Trustees of Clark Memorial Hospital (the "Hospital"), and the County Council (the "Council") of the County have all agreed upon the terms and conditions of a lease by and between the Association, as lessor and the County and the Hospital, as lessees (the "Lease"), for the purpose of financing and/or refinancing all or a portion of the acquisition, renovation, construction, equipping and/or leasing of certain improvements to the existing county hospital facilities and related improvements (the "Project") and each such body has approved a form of the Lease; and

WHEREAS, pursuant to Indiana Code § 16-22-6-18, the Auditor of the County (the "Auditor") published, on or about July 26, 2009, notice of a public hearing to be held by the Commissioners to allow all persons to be heard on the necessity for the Lease and whether the Lease rental is fair and reasonable; and

WHEREAS, the Commissioners have held such public hearing on the date hereof; and

WHEREAS, the Commissioners have considered the testimony and other evidence presented at the public hearing; and

WHEREAS, Ind. Code § 16-22-6-19 provides that following such public hearing the Commissioners may authorize the execution of the Lease; and

WHEREAS, Ind. Code § 16-22-6-25 provides that the Commissioners shall approve the plans, specifications and estimates of cost for the Project before the execution of the Lease; and

WHEREAS, such plans, specifications and estimates of cost have been presented to the Commissioners at this meeting; and

WHEREAS, the Commissioners desire to approve the plans, specifications and estimates of cost for the Project and to authorize the execution of the Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA AS FOLLOWS:

Section 1. The Commissioners hereby find that providing for the financing, refinancing, acquisition, renovation, constructing and/or equipping of the Project by the Association and the leasing of the same to the County and the Hospital, as lessees, is in the public interest of the citizens of this County, and is a proper public purpose for which the

Commissioners agree to cooperate with the Association and the Hospital and to assist in fulfilling the requirements of all agencies of federal, state and county governments.

Section 2. The Commissioners hereby approve the plans, specifications, and estimates of cost for the Project as described on Exhibits A and B attached hereto, which result in a total estimated Project cost to be paid with Bond proceeds of not more than \$52,000,000. To the extent Project costs exceed \$52,000,000, any additional costs shall be paid with other funds available to the Hospital.

Section 3. The Lease, with a maximum term of twenty (20) years, a maximum lease rental of \$5,400,000 per annum, commencing on the date all or a portion of the Project is completed and ready for occupancy, and as approved at this meeting, is hereby approved in accordance with Ind. Code § 16-22-6-19. The Lease provides for a fair and reasonable rental, and further, the execution of the Lease is necessary and wise.

Section 4. The Auditor of the County is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the record book immediately following the minutes of this meeting, and further, the Lease is hereby made a part of this Resolution as fully as if the same were set forth herein.

Section 5. The Commissioners are authorized and directed to execute the Lease, including the addenda attached as exhibits to the Lease, in the name and on behalf of the County, and the Auditor of the County, is hereby authorized and directed to attest such execution of the Lease, with such changes as deemed appropriate by the Commissioners and Auditor as evidenced by their execution and attestation thereof.

Section 6. The Auditor of the County be, and hereby is, authorized and directed, on behalf of the County to publish notice of the execution of the Lease as required by law.

Section 7. To the extent the Hospital Revenues (as defined in the Lease) are insufficient to pay lease rental payments under the Lease, an *ad valorem* property tax shall be levied and collected by the County on all taxable property within the geographical boundaries of the County pursuant to Ind. Code § 16-22-6-32.

Section 8. The Commissioners hereby approve the issuance, sale and delivery by the Association of its bonds (the "Bonds"), in one more series in the aggregate principal amount not to exceed \$52,000,000, the proceeds of which will be used to finance the Project.

Section 9. The Association may issue, sell and deliver such Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the Bonds and the Project.

Section 10. Any Commissioner, member of the Council, the Auditor of the County, and the County Attorney are hereby authorized, empowered and directed, on behalf of the County to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, including the execution and delivery of a Continuing Disclosure

Agreement relating to the Bonds, in the name and on behalf of the County, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 11. This resolution shall constitute an order of the Commissioners authorizing the execution of the Lease pursuant to Ind. Code § 16-22-6-19.

Section 12. This Resolution shall be in full force and effect immediately upon adoption.

DULY PASSED on this 6<sup>th</sup> day of August, 2009, by the Board of Commissioners of Clark County, Indiana.

THE BOARD OF COMMISSIONERS OF CLARK  
COUNTY, INDIANA

M. Edward Moore  
Don Jay  
MIKE MOORE - ABSENT

ATTEST:

Keith J. [Signature]  
County Auditor

EXHIBIT A

ESTIMATES OF PROJECT COST

Par Amount of Bonds to be issued by Association to acquire existing hospital facility	\$52,000,000
Use of Acquisition Proceeds by Clark Memorial Hospital	
Deposits to Debt Service Reserve Fund	\$ 5,398,800
Refunding of the Indiana Health Facility Financing Authority Variable Rate Demand Health Care Facilities Revenue Bonds, Series 2001 (Clark Memorial Hospital Project)	\$17,355,554
Originally utilized to (a) refinance prior taxable debt used to renovate certain of the Hospital's outpatient facilities, (b) finance the purchase of certain new medical equipment, and (c) finance the renovation of the nursing unit of the Hospital	
Refunding of the Indiana Health Facility Financing Authority Variable Rate Demand Health Care Facilities Revenue Bonds Series 2004A (Clark Memorial Hospital Project) and 2004B	\$13,762,684
Originally utilized for (a) the construction of an approximately 60,000 square foot medical office building located at 301 N. 13 <sup>th</sup> St., Jeffersonville, Indiana 47130, (b) the expansion of an approximately 24,600 square foot primary care clinic located at 2201 N. Greentree Blvd., Clarksville, Indiana 47129, (c) the construction of an approximately 5,000 square foot health clinic building located at the intersection of Highway 3 and Highway 62 in Charlestown, Indiana, (d) the acquisition of an approximately 10,000 square foot medical office building located at	

1319 Missouri Ave., Jeffersonville, Indiana 47130,  
(c) the renovation of a nursing unit located at 1220  
Missouri Ave., Jeffersonville, Indiana 47130, (f) the  
purchase of certain medical equipment, and (g)  
paying certain expenses in connection with the  
issuance of the 2004 Bonds

Reimburse to Hospital for Eclipsys Expenditures \$15,000,000

Costs of Issuance and Contingency \$ 482,962

Total Uses 

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\$52,000,000

EXHIBIT B

ATTACHED PLANS AND SPECIFICATIONS

1. Master Technology Agreement by and between the Hospital and Eclipsys
2. Plans and Specifications of Data Center
3. Projected 2009 Capital and Contingency Expenditures

# MASTER TECHNOLOGY AGREEMENT


by and between



Clark Memorial  
Hospital

Jewish Hospital Health Network Partner

and

 ECLIPSYS®

JANUARY 31, 2006

CONFIDENTIAL

Table of Contents

Main Terms and Conditions..... 3

    1. Agreement..... 3

    2. Parties..... 3

    3. Intent of the Relationship..... 3

    4. Term..... 3

        4.1. Transitional Cooperation..... 3

    5. Detailed Schedules..... 3

    6. Definitions..... 3

    7. Confidentiality..... 4

        7.1. Eclipsys' Proprietary Information..... 4

        7.2. Confidentiality of your Data..... 5

        7.3. Restrictions on Disclosure..... 5

    8. Resolving Disputes and Termination..... 5

        8.1. Notice..... 5

        8.2. Opportunity to Cure..... 5

        8.3. Escalation..... 5

        8.4. Arbitration..... 5

        8.5. Termination for Breach of Confidentiality..... 5

    9. Liability and Indemnification..... 5

        9.1. Remedy for Intellectual Property Infringement..... 5

            9.1.1. Duty to Defend..... 6

            9.1.2. Eclipsys' Cures for Infringement..... 6

            9.1.3. Eclipsys' Infringement Liability Limitations..... 6

        9.2. Medical Care Responsibility..... 6

        9.3. Release of Joint Development Partners..... 6

        9.4. No Consequential Damages..... 6

        9.5. Limitation of Claims..... 6

    10. Miscellaneous Terms..... 6

        10.1. Release for Uncontrollable Acts (Force Majeure)..... 6

        10.2. Compliance with Law..... 6

        10.3. Governing Law..... 7

        10.4. Governing Venue..... 7

        10.5. Compliance with the Omnibus Reconciliation Act of 1980..... 7

        10.6. Audit..... 7

        10.7. Assignment..... 7

        10.8. Relationship of the Parties..... 7

        10.9. Severability and Modification..... 7

        10.10. Notices..... 7

        10.11. Entirety of the Agreement..... 8

    11. Acceptance..... 8

Schedule A – Fees and Payment..... 9

    Attachment 1 to Schedule A – Fees and Payment Schedule..... 11

Schedule B – Subscription Rights and Services..... 14

Schedule C – Professional Services..... 17

Schedule D – Equipment..... 26



**Main Terms and Conditions**

**1. Agreement.**

For adequate and valuable consideration, you and Eclipsys agree to be legally bound effective January 31, 2006 (Effective Date) subject to the following terms and conditions (Agreement):

**2. Parties.**

The parties to this Agreement are:

Eclipsys Corporation (Eclipsys)  
1750 Clint Moore Road  
Boca Raton, Florida 33487

Clark Memorial Hospital (you)  
1220 Missouri Avenue  
Jeffersonville, IN 47130

**3. Intent of the Relationship.**

Each party agrees to assign qualified personnel, make decisions in a timely manner, provide the executive leadership for the intended projects to be successful, encourage knowledge worker utilization, and encourage you to become a site reference for Eclipsys.

**4. Term.**

The Initial Term for Subscription Services under this Agreement shall end 10 years following "Live Operation", as defined below. This Agreement shall renew automatically for additional 1 year terms unless terminated in writing by either party at least 6 months prior to the end of the then current term. During the Initial Term, Eclipsys shall not increase the Fees for Initial Use by more than the Annual Adjustment in this Amendment. At the end of any term, the Agreement will renew at your then current rates.

**4.1. Transitional Cooperation.**

For additional Fees and conditioned upon your timely payment of the fees in this Agreement, Eclipsys will provide reasonable transition assistance and cooperation to you to facilitate an orderly transition to your subsequent information system for up to 12 months following your notice of termination, based upon a mutually agreed upon statement of work between the parties.

**5. Detailed Schedules.**

The parties will perform as described in the following Schedules as checked.

	<i>Schedule</i>	<i>Check box if applicable (Do not delete even if not applicable)</i>
5.1. Fees & Pricing	A	<input checked="" type="checkbox"/>
5.2. Subscription Services	B	<input checked="" type="checkbox"/>
5.3. Professional Services	C	<input checked="" type="checkbox"/>
5.4. Equipment	D	<input checked="" type="checkbox"/>

**6. Definitions.**

Generally, capitalized words in this Agreement are defined contextually in the location used. Below is a summary of commonly defined words.

- 6.1. Agreement means this Agreement and all accompanying schedules including their related attachments and exhibits.
- 6.2. Closed Loop System means any system that provides medical care without human intervention. Eclipsys' Workflow Modules all require you to exercise independent, clinical judgment in the delivery of patient care.
- 6.3. Documentation means the guides and manuals for use with the standard Eclipsys Workflow Modules, which is customarily supplied by Eclipsys to its customers.
- 6.4. Exams means billed radiological procedures.

6.5. Facilities means the following list, certified by you, of licensed facilities are both owned or managed by and clinically affiliated with you.

Facility Name	Address
<b>(Location for Database and Server Software Installation)</b>	
Clark Memorial Hospital	1220 Missouri Avenue, Jeffersonville, IN 47130
Clarksville Medical Center	2200 N Greentree Blvd. Clarksville, IN 47129
East Jeff Medical Plaza	1806 E. Tenth St., Jeffersonville, IN 47130
Charlestown Medical Center	11500 State Road 62, Charlestown, IN 47111
Henryville Medical Plaza	314 S. Ferguson St., Henryville, IN 47126
Hunter Station Medical Center	115 Hunter Station Way, Sellersburg, IN 47172

6.6. Joint Development Partners means any entity engaged in design, alpha, field trial, early adopter or other similar testing or development agreements with Eclipsys.

6.7. Licensed Venues means the inpatient, ambulatory or other specified venues of care for which a Workflow Module may be used and upon which the fees are based as described below.

Venue of Care	Related Volumes
Radiology in the named Facilities	Described in Attachment 1 to Schedule A

6.8. Live Operation means the first productive use of the Workflow Module using actual patient data, for 14 consecutive days. In the event Live Operation is discontinued prior to running of this 14-day period, such 14-day period shall restart, beginning with Eclipsys' sign-off of the repaired Workflow Module.

6.9. Platform means the hardware, operating system, programming language, databases, architectural tools, and other technology that is independent of a Workflow Module and generally provided by third party vendors.

6.10. Professional Services means the services related to Implementation, Integration, Business Solutions Group, Training & Education, and Interfaces as described in the mutually agreed upon Project Plan described in Schedule C.

6.11. Release means any re-issuance, improvement, or revision with substantially similar functionality that Eclipsys makes generally available without additional charge for your receiving Eclipsys' subscription services.

6.12. Subscription Rights and Services means the license, support services and maintenance services provided by Eclipsys as described in Schedule B.

6.13. Upgrade means any version of a Workflow Module with new and additional functionality that does not operate independently of the prior version of the Workflow Module if and when Eclipsys makes it generally available to its non-subscription customers for an additional charge. Upgrades are included with your Subscription Rights without additional subscription fees.

6.14. Workflow Module (or Workflow Modules) means the following list of Eclipsys software subscribed by you in this Agreement, as they are part of a Workflow Group.

Workflow Group	Workflow Module(s)
	Refer to Schedule A

6.15. You (in upper case or lower case) means the customer identified in Section 2 above.

7. Confidentiality.

All Confidentiality duties shall survive in perpetuity after termination of this Agreement.

7.1. Eclipsys' Proprietary Information.

Eclipsys' Proprietary Information includes this Agreement and all information related to each Workflow Module, its source code, Releases, Upgrades, Documentation, work product developed during installation, technical data rights, and

other related information. Eclipsys' Proprietary Information is confidential, has tangible value, shall remain unpublished and includes trade secret information owned by Eclipsys and its suppliers.

**7.2. Confidentiality of your Data.**

Eclipsys agrees to keep in confidence all data relating to the patients and business of you to which Eclipsys may gain access as a result of performing its obligations under this Agreement. You consent to the use by Eclipsys of statistical data generated by the Workflow Modules, provided such data shall not directly or indirectly identify you or any specific individual.

**7.3. Restrictions on Disclosure.**

With respect to Proprietary Information of the other party, each party agrees to:

- 7.3.1. protect its confidentiality with at least the same measures used to protect its own confidential information,
- 7.3.2. not use such Proprietary Information for any purpose except as permitted by this Agreement,
- 7.3.3. not duplicate, distribute or otherwise make available the Proprietary Information to any person or entity, except to employees on a need to know basis who agree to be bound by this confidentiality provision, and
- 7.3.4. return to the other party all Proprietary Information upon request or within 30 days after termination of this Agreement.

**8. Resolving Disputes and Termination.**

The intent of the parties is to identify and resolve disputes promptly after any dispute arises. Except as provided otherwise in this Agreement, before attempting to exercise any legal or equitable remedy, including termination of this Agreement for cause, each party agrees to complete the following dispute resolution procedure.

**8.1. Notice.**

The non-breaching party agrees to notify the other party in reasonable detail within 30 days after any material non-performance (Breach) occurs.

**8.2. Opportunity to Cure.**

The non-breaching party agrees to permit a reasonable cure period of not less than 30 days.

**8.3. Escalation.**

If the Breach is not remedied within the permitted cure period, then the parties agree to engage in good faith negotiations between progressively more senior representatives of each party as follows, unless otherwise agreed:

<i>Level</i>	<i>Negotiating Parties</i>	<i>Maximum Duration Per Level Prior to Escalation</i>
One	Your CEO and Eclipsys' Area VP Implementation or VP of Customer Support	72 hours
Two	Your VP- Ambulatory Care Services and Eclipsys' Executive VP of Sales or Delivery	7 days
Three	each party's CEO	14 days

**8.4. Arbitration.**

Within 60 days after completing Level Three, the parties agree to submit any unresolved dispute to final and binding arbitration, within the metropolitan Louisville, KY area. Each party agrees to pay its own arbitration expenses and share equally the third party costs of the arbitration.

**8.5. Termination for Breach of Confidentiality.**

In the event of a breach by either party of a duty of confidentiality under this Agreement, monetary damages alone shall be deemed inadequate. The non-breaching party shall be entitled to injunctive, equitable and other legal relief, including repossession of any Proprietary Information plus reasonable costs including reasonable attorneys' fees.

**9. Liability and Indemnification**

**9.1 Remedy for Intellectual Property Infringement.**

**9.1.1. Duty to Defend.**

Eclipsys agrees to defend you and hold you harmless against all claims of infringement related to any Workflow Module. You promptly agree to notify Eclipsys of any infringement claim. Eclipsys shall maintain sole control of the defense and all settlement negotiations.

**9.1.2. Eclipsys' Cures for Infringement.**

This provision contains your exclusive remedy and Eclipsys' sole liability with regard to any claim of infringement related to a Workflow Module or other actions of Eclipsys. If your use of a Workflow Module actually or in Eclipsys' sole opinion is likely to be the subject of a claim for infringement, then Eclipsys, at its option and expense, may either:

- a) procure for you the right to continue using such Workflow Module,
- b) replace or modify such Workflow Module so that it becomes non-infringing, or
- c) refund to you any pre-paid portion of the Subscription Fee for the remaining period of the prevailing term. If such refund occurs, then (1) you agree to cease to use such Workflow Module and (2) Eclipsys shall be released from all liability for all existing and future claims related to such Workflow Module.

**9.1.3. Eclipsys' Infringement Liability Limitations.**

Notwithstanding anything to the contrary, Eclipsys shall have no liability for any claim caused by:

- a) any alteration of a Workflow Module unless made by Eclipsys,
- b) infringement due to Eclipsys' compliance with your requests for alteration,
- c) the use of a Workflow Module with products not licensed by Eclipsys,
- d) your continued infringement after receiving notice of the claim, or
- e) your use of a Workflow Module that is not in compliance with this Agreement.

**9.2. Medical Care Responsibility.**

You agree that Eclipsys has no responsibility whatsoever for the conduct of your business or patient care. You agree that any reliance upon a Workflow Module shall not diminish your responsibility for patient care. You will release, defend, and indemnify Eclipsys, its directors, officers, agents, employees, contractors and suppliers from any third party claim related to your provision of medical care. You agree to not utilize a Workflow Module in any Closed Loop System.

**9.3. Release of Joint Development Partners.**

This provision shall not operate in any manner as a release from liability for Eclipsys. You agree to fully release Eclipsys' Joint Development Partners and their affiliates from all liability related to the Workflow Modules. You agree to not seek in any manner to recover any damages related to the Workflow Modules from Eclipsys' Joint Development Partners.

**9.4. No Consequential Damages.**

Neither party shall be liable under any circumstances for any special, indirect, incidental, consequential or other damages resulting from either (1) any loss of your use of the Workflow Modules or services provided under this Agreement or (2) any loss of your revenues or your profits related to your use of the Workflow Modules or the provision of Eclipsys' services. This provision applies (1) even if advised of the possibility of such damages and (2) regardless of the form (including without limitation any action in tort or contract) in which any legal or equitable action may be brought.

**9.5. Limitation of Claims.**

Notwithstanding any contrary provision, for any claim related to this Agreement Eclipsys' cumulative liability to you (1) shall not exceed your actual, direct damages and (2) shall not exceed all fees you paid to Eclipsys for the defective Workflow Module or service during the 12 months prior to the claim.

**10. Miscellaneous Terms****10.1. Release for Uncontrollable Acts (Force Majeure).**

Neither party shall be liable for any failure to perform under this Agreement resulting from acts of God, civil or military unrest, acts of public enemy, war, riots, fire, explosions, earthquakes, floods, strikes, labor disputes, network or communication carrier disruptions, or any other cause beyond the reasonable control of such party. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances.

**10.2. Compliance with Law.**

Both Parties agree to perform their respective responsibilities hereunder in compliance with all applicable federal, state and local laws, rules and regulations.

**10.3. Governing Law.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana

**10.4. Governing Venue.**

Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the home state and court of the defending party, which courts shall have exclusive jurisdiction for such purposes.

**10.5. Compliance with the Omnibus Reconciliation Act of 1980.**

As applicable under the Omnibus Reconciliation Act of 1980, until the expiration of 4 years after the furnishing of services under this Agreement, Eclipsys and any subcontractors agree to, upon receipt of written request, and if then required to make such information available under the then-existing law, make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents, or records of Eclipsys that are necessary to certify the nature and extent of Workflow Modules and services delivered under this Agreement and related costs.

**10.6. Audit.**

Eclipsys shall, after reasonable notice of not less than 5 business days, have the right to conduct reasonable, on-site audits of your use of the Workflow Module and Third Party Software, not more than once annually.

**10.7. Assignment.**

Neither party may assign or transfer this Agreement, except in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the party's assets. This Agreement shall be binding upon the parties and their permitted successors and assigns.

**10.8. Relationship of the Parties.**

This Agreement is not intended to, and none of the provisions of this Agreement will: (i) create a partnership, fiduciary relationship or relationship of principal and agent between the parties; or (ii) grant either party any authority to bind the other to perform any obligations to any person or in any other manner, or to hold itself out as having such authority to any person. The parties are independent contractors and are responsible for payment of all employer contributions, deductions, and withholding with respect to their respective employees as required by applicable laws.

**10.9. Severability and Modification.**

If any provision of this Agreement is held invalid, then such provision shall be modified to best preserve the parties' intent. No modification shall be valid unless made in writing and signed by both Parties.

**10.10. Notices.**

All notices, except for routine communications, shall be effective only in writing and upon: delivery in person, one business day after transfer by overnight delivery with an automated tracking system, five business days after mailing by either registered or certified mail, or by facsimile with automated delivery receipt. Any such notices shall be sent to each party's respective address in this Agreement.

Eclipsys Corporation  
1750 Clint Moore Road  
Boca Raton, Florida 33487  
Attention: Chief Executive Officer

Clark Memorial Hospital  
1220 Missouri Avenue  
Jeffersonville, IN 47130  
Attention: VP-Ambulatory Care Services

With copies to:

Eclipsys Corporation  
1750 Clint Moore Road  
Boca Raton, Florida 33487  
Attention: General Counsel

Clark Memorial Hospital  
1220 Missouri Avenue  
Jeffersonville, IN 47130  
Attention: Director of Information Systems

All routine communications (those not addressing a dispute related to the terms of this Agreement), shall be directed to the recipients below and be delivered by either regular mail or by facsimile with automated delivery receipt:

Eclipsys Corporation  
1750 Clint Moore Road  
Boca Raton, Florida 33487

Clark Memorial Hospital  
1220 Missouri Avenue  
Jeffersonville, IN 47130

Attention: Chief Executive Officer

Attention: Director of Information Systems

10.11. Entirety of the Agreement.

This Agreement and the accompanying Schedules constitute the exclusive statement of the parties' intent. This Agreement supersedes all prior or contemporaneous communications with respect to the subject matter of this Agreement. This Agreement takes precedence over any purchase order or other communication submitted by you to Eclipsys.

11. Acceptance.

Each party agrees to accept this Agreement by obtaining below the signature of a duly authorized officer.

Eclipsys Corporation

Clark Memorial Hospital

Martin Padgett  
Authorized Signature

Martin Padgett  
Authorized Signature

Martin Padgett  
Name Printed, Title

Martin Padgett,  
President and Chief Executive Officer

2/1/06  
Date

January 31, 2006  
Date

THE TERMS, CONDITIONS, AND PRICING IN THIS AGREEMENT ARE VALID ONLY IF YOU SIGN THIS AGREEMENT ON OR BEFORE JANUARY 31, 2005

Schedule A – Fees and Payment

1. General Payment Terms.

1.1. Process.

You agree to pay Eclipsys all Fees in this Agreement, the Schedules, and Attachments plus applicable taxes, if any, within 30 days of the invoice due date, unless otherwise provided. You agree to notify Eclipsys in writing of any dispute prior to the related invoice due date or the charges shall be final and binding. The undisputed amount remains payable to be eligible for the Timely Payment Discount.

1.2. Non-payment.

For any unpaid, undisputed charges, you agree to pay interest charges equal to the lesser of 1% per month or the maximum permitted by applicable law accruing from the invoice due date plus all reasonable collection expenses including reasonable attorney's fees.

1.3. Taxes.

You agree to pay directly or reimburse Eclipsys for all applicable taxes (excluding taxes based on Eclipsys' revenues or earnings) related to this Agreement. If you claim an exemption from such taxes, you agree to provide Eclipsys with the documentation required by the taxing authority to validate your exemption.

1.4. Fees for Additional Services.

You agree to pay additional fees at Eclipsys' then published rates for services performed outside the scope of the Agreement.

1.5. Wiring Instructions.

You agree to make all payments to Eclipsys by wire transfer using the account information provided on the invoice submitted by Eclipsys (which may be changed by Eclipsys upon written notice to you). If wire transfer is not available, Eclipsys agrees to accept payment via check.

1.6. Annual Adjustment.

Each year on the anniversary of the Effective Date, Eclipsys may increase all fees in this Agreement by 4.25% per year. For any Annual Adjustment that is not applied for a given year, the increase remains cumulative for no more than two prior years.

2. Specific Payment Terms.

2.1. Partnership Subscription Fees.

Beginning on the Effective Date, You agree to pay Eclipsys the Annual Subscription Fees described in Attachment 1. The payments during the first year after the Effective Date shall be in accordance with the schedule in Section 2.1.1 below. Thereafter, You agree to make your Annual Subscription Fees payments on the anniversary of the Effective Date, for the Term of this Agreement

2.1.1. Payment Date	Percent of Year Subscription Fees
Effective Date	25%
September 30, 2006 (on or before)	25%
December 31, 2006 (on or before)	50%

2.2. Professional Service Fees.

You agree to pay Eclipsys for all Professional Services (Implementation, Interfaces, Integration, Business Solutions, and Training), as incurred, on a time and material basis, as described in Attachment 1 to Schedule A. The project contemplated by this Agreement has been estimated in Attachment 1 to this Schedule A, based on the scope of the Implementation Plan described in Schedule C.

2.3. Hardware Fees. For the Hardware in the Configuration, you agree to pay to Eclipsys 50% of the fees upon your placement of the order and 50% upon delivery of the Hardware.

2.4. Travel, Living, and Other Expenses.

The Travel and living expenses related to the Implementation and Training Services, contemplated by this Agreement, have been included within the associated Fees; however, for any travel and living expenses related, to the performance of any Additional Services, You agree to pay all reasonable expenses for Eclipsys' personnel performing services related to this Agreement, including:

- 2.4.1. actual airfare at coach rates,
- 2.4.2. actual non-luxury hotel accommodations,
- 2.4.3. actual ground transportation, and
- 2.4.4. actual meals and incidental expenses, not to exceed \$40.00 per day. Eclipsys personnel working on site will receive the appropriate team member discount for all meals in the hospital cafeteria.

3. Additional Fees that May Apply

3.1. Additional Use.

You acknowledge that Eclipsys' pricing for the Workflow Module is based in equal proportions on the Related Volumes associated with the Licensed Venues in Attachment 1 (Initial Use). You certify the accuracy of such quantities with respect to the prior calendar year.

3.2. Non-Current Fees.

Unless otherwise mutually agreed, consent which shall not be unreasonably withheld, Eclipsys may increase the related Subscription Fees for Workflow Modules, which are not maintained by you on the current release or Platform as required under Section B of this Agreement, as follows:

3.2.1. For standard releases and upgrades without a Platform change:

<i>Months after general availability of the current release</i>	<i>Increase to Subscription Fees</i>
0-12	0%
13-18	10%
19-24	25%
25 or more	50%

3.2.2. For Platform changes:

<i>Months after general availability of the current release</i>	<i>Increase to Subscription Fees</i>
0-24	0%
25-30	10%
31-36	25%
36 or more	50%



MASTER TECHNOLOGY AGREEMENT

Contract number \_\_\_\_\_

Attachment 1 to Schedule A – Fees and Payment Schedule

1. Fees and Payments

January 27, 2005

Clark Memorial Hospital  
Jeffersonville, IN

Sunrise RIS Payment Schedule

Pricing valid thru January 31, 2005

Description:	One Time Fees	Annual Subscription Fee	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	10Yr Total
<b>Sunrise RIS</b>													
Sunrise RIS Core Software	\$ -	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 71,926	\$ 719,260
2 DICOM viewer interfaces (Desktop and Web)	\$ -	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 5,395	\$ 53,950
Sunrise Mammography	\$ -	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 3,596	\$ 35,960
Sunrise Speech Recognition (Third Party)	\$ -	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 35,325	\$ 353,250
<b>Annual Subscription Fee</b>			<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 1,162,420</b>
<b>Hardware, Professional Services, &amp; Upgrades</b>													
Hardware - High Availability Option													
RIS (includes installation and shipping)	\$ 208,858		\$ 208,858										\$ 208,858
Implementation:													
RIS	\$ 132,275		\$ 132,275										\$ 132,275
Training - Included (160 hrs.)	\$ -		\$ -										\$ -
Integration - Included*	\$ -		\$ -										\$ -
<b>Total for Hardware and Services</b>			<b>\$ 341,133.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 341,133</b>
<b>Total Fees</b>			<b>\$ 457,375</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 116,242</b>	<b>\$ 1,503,553</b>

One Time Imports:  
 Importing patient and exam data from a single system  
 Importing diagnostic reports from a single file  
 No import of scheduled appointments  
 Included Interfaces:  
 HL7 Interface to GE PACs via Mira Broker  
 ADT Interface  
 Order Entry Interface  
 Billing Interface to SMS (technical)  
 Billing Interface to 3rd Party Radiology Billing System (professional)

2. Pricing Notes:

- a. Fixed Price for Fixed Number of Exams
  - Annual Adjustment for exams above 150,000 exams per year is not included in the pricing above.
  - Annual Subscription Fees are subject to Annual Adjustment.
- b. License Fees includes:
  - Services for one site for up to 150,000 exams per year (the Related Volumes).

MASTER TECHNOLOGY AGREEMENT

Contract number \_\_\_\_\_

- Services for one site for up to 150,000 exams per year (the Related Volumes).
- License for the Workflow Modules
- One Speech Recognition Module License
- Eighteen (18) individual speech recognition user licenses. User licenses are re-assignable..
- Subscription Services

c. Professional Services Fees.

- The Professional described above shall be billed at the hourly rate of \$185/hour.

d. Additional Use

- Additional exams over 150,000 in any given year will be billed at the rate of \$.82 per exam or \$20,000 for up to 200,000 total exams, whichever is less.
- Additional Speech Recognition Users will be billed at \$1,500.00 per user per year.

e. Additional Facilities Pricing

--If, within two (2) years following the Effective Date, any of the following providers elects to license the Eclipsys Sunrise RIS Workflow Module, in accordance with this Agreement, Eclipsys shall offer the Module to the affiliate at a discounted License Fee of 46% off Eclipsys' then-current list price. This option is conditioned upon: (1) the provider's affiliation with you is current, as of the Amendment Date and (2) the provider begins the implementation of the RIS Workflow Module within six (6) months following the Amendment Date

Jewish Hospital	Louisville, KY
Frazier Rehab Institute	Louisville, KY
Bullitt County Medical Center	Hillview, KY
Jewish Hospital Hand Care Center	Louisville, KY
Jewish Hospital Health Center – Meade County	Brandenburg, KY
Jewish Hospital Medical Center East	Louisville, KY
Jewish Hospital Medical Center South	Hillview, KY
Jewish Hospital Outpatient Care Center	Louisville, KY
Jewish Hospital Rudd Heart and Lung Center	Louisville, KY
Jewish Hospital Shelbyville	Shelbyville, KY
Our Lady of Peace	Louisville, KY
Saints Mary and Elizabeth Hospital	Louisville, KY
St. Mary's Surgical Center	Louisville, KY
Scott Memorial Hospital	Scottsburg, IN
Taylor Regional Hospital	Campbellsville, KY
Clark Memorial Hospital	Jeffersonville, IN
Caritas Medical Mail	Louisville, KY

3. Product Description:

Sunrise RIS Core Software

Included Modules:

- Order Entry
- Scheduling
- Referring Physician Workflow, including Scheduling
- Linked Documents
- Paperless Workflow
- Appointment Confirmation
- Insurance Pre-Certification Worklist
- Arrival Module
- Technologist Worklist
- Diagnostic Review Worklist
- Transcription/Editing Tools
- Proofreading/Editing Tools
- Automated Delivery of Diagnostic Reports
- Statistical and Exam List Reporting Tools
- Enterprise Snapshot Subscription Service
- Test Software
- Sunrise PACs Interface
- Digital Dictation
- eLink (limited use license for Sunrise RIS only)

Optional Modules:

- Mammography Reporting and Tracking
- Speech Recognition (PowerScribe SDK)
- (?) DICOM Viewer Interfaces

Optional Hardware:

- High Availability Configuration

Schedule B - Subscription Rights and Services
---

**1. Subscription Rights.****1.1. Permitted Use.**

Eclipsys grants to you a non-exclusive, non-transferable, perpetual license to use the Workflow Module exclusively at the Facilities for the Licensed Venues and solely to process data from the Facilities belonging to you.

**1.2. Restrictions on Use.**

Except with Eclipsys' written permission, you agree:

- 1.2.1. not sublicense, export or otherwise transfer the Workflow Modules,
- 1.2.2. not provide remote processing or service bureau services to third parties utilizing the Workflow Modules,
- 1.2.3. not de-compile, disassemble or reverse engineer, or otherwise alter the Workflow Module's source, object or other executable code,
- 1.2.3. not install or use equipment with the Workflow Modules that has not been approved by Eclipsys,
- 1.2.4. not allow any third party to implement, access, or operate any Workflow Module, except with Eclipsys prior written approval as described in this Agreement,
- 1.2.5. not remove or permit to be removed from Eclipsys' Proprietary Information any proprietary, confidential, or copyright notices, markings, or legends, and
- 1.2.6. not copy any Workflow Module or any related information except for archival purposes or for user manuals which reasonably may be duplicated for your use and marked with Eclipsys' proprietary notices.

**2. Maintenance Services.****2.1. Subscription Upgrades Included.**

Eclipsys agrees to make available for your use any Releases, Upgrades and other enhancements to the Workflow Modules provided under this Agreement if and when Eclipsys makes them generally available without an increase in the Subscription Fee. Necessary hardware, third party software and professional services may be required at an additional fee.

**2.2. Platform Protection.**

Eclipsys agrees that if and when it makes Workflow Modules generally available on progressively advanced Platforms, there will be no increase in the Subscription Fee. Necessary hardware, third party software and professional services may be required at an additional fee.

**3. Subscription Warranty Services.****3.1. Warranty Repairs.**

Eclipsys agrees to conform each Workflow Module to its applicable warranty under this Agreement.

**3.2. Warranty Coverage.**

To the extent necessary to support your users of a Workflow Module, Eclipsys will make available help desk and customer support services on a 24x7x365 basis.

**3.3. Regulatory Compliance.**

Eclipsys maintains its Workflow Module in compliance with currently applicable federal and state regulations. Eclipsys Product Advisory Council Teams ("PACTS") evaluate and recommend modifications to Workflow Modules to comply with such regulatory changes. Eclipsys agrees to deliver such regulatory compliance modifications to you as part of the next generally available release. Necessary hardware, third party software and professional services may be required at an additional fee.

**4. Performance Warranties.**

Subject to your compliance with your obligations related to this Agreement, Eclipsys warrants exclusively that:

- 4.1. Eclipsys has the legal authority to enter into this Agreement.
- 4.2. Eclipsys will provide services under this Agreement in a commercially reasonable manner.
- 4.3. The Workflow Modules will function substantially in accordance with the applicable Documentation in all ways, which materially affect performance.

- 4.4. Eclipsys agrees to maintain the applicable Documentation to remain current and accurate.
- 4.5. Eclipsys possesses the right to license or sublicense Workflow Modules and Third Party Software to you.
- 4.6. Each Workflow Module presently satisfies all applicable laws including the applicable technical implementation requirements found in currently proposed and published regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 4.7. To Eclipsys' knowledge, use of a Workflow Module does not infringe any U.S. intellectual property right.
- 4.8. To Eclipsys' knowledge, each Workflow Module upon delivery does not contain any viruses that will substantially impair the Workflow Module's performance.
- 4.9. Each Workflow Module upon delivery does not contain any disabling devices that will substantially impair the Workflow Module's performance.
- 4.10. ECLIPSYS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY WORKFLOW MODULE. THE WARRANTIES IN THIS SECTION 2 CONSTITUTE THE SOLE WARRANTIES PROVIDED BY ECLIPSYS WITH RESPECT TO THE WORKFLOW MODULES AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. ECLIPSYS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFORMATIONAL CONTENT.

5. Other Causes.

A warranty claim under this Agreement shall be valid only when resulting from a failure of a Workflow Module and not from:

- 5.1. failures or downtime of your hardware or network,
- 5.2. failures of any third-party application, not provided by Eclipsys, or any other third party software or operating system software,
- 5.3. backups or table updating,
- 5.4. file reorganizations and restores,
- 5.5. testing by you in a production environment, or
- 5.6. downtime during loading of any software in a production environment, unless otherwise agreed by Eclipsys.

6. Service Levels.

Eclipsys' Customer Support Department provides services as follows:

Priority	Definition	Initial Response to you	Further Updates to you
ALERT	<ul style="list-style-type: none"> <li>&gt; Issue affecting entire system</li> <li>&gt; System down</li> <li>&gt; Potential direct patient care affected</li> <li>&gt; Data integrity at risk</li> <li>&gt; Management attention required</li> </ul>	Immediate and continuous	Continuous interaction
CRITICAL	<ul style="list-style-type: none"> <li>&gt; Issue affecting single critical production function</li> <li>&gt; System operating in degraded state</li> <li>&gt; Financial impact</li> </ul>	Immediately during business hours and on average within 1 hour around the clock	Daily until resolved
HIGH	<ul style="list-style-type: none"> <li>&gt; Minor subsystem failure has occurred</li> <li>&gt; Data entry or access is impaired on a limited basis</li> </ul>	Immediately during business hours when reported via telephone and on average within 4 business hours when reported by all other methods	Weekly until resolved
MEDIUM	<ul style="list-style-type: none"> <li>&gt; System is operating with minor issues that can be circumvented</li> </ul>	Within 8 business hours	Weekly until resolved
LOW	<ul style="list-style-type: none"> <li>&gt; Request for assistance, information, or services that are routine in nature</li> </ul>	Within 8 business hours	Weekly until resolved

7. Your Actions.

You agree to:

- 7.1. notify Eclipsys of performance issues related to this Agreement as soon as reasonably practical,

- 7.2. upon the detection of any nonconformity with the warranty, provide to Eclipsys such output listings, data, and other assistance upon Eclipsys' request to enable Eclipsys to correct the nonconformity.
- 7.3. install, maintain, configure, and use the Workflow Modules in compliance with the Documentation,
- 7.4. not de-compile, disassemble or reverse engineer, or otherwise alter the Workflow Module's source, object or other executable code,
- 7.5. not install or use equipment with the Workflow Modules that has not been approved by Eclipsys,
- 7.6. comply with all third party configuration requirements,
- 7.7. install the most recent release or upgrade within 12 months of general availability,
- 7.8. upgrade the Platform as necessary to leverage advances in technology and the Workflow Modules within 24 months of general availability of that Platform,
- 7.9. provide the additional prerequisites recommended by Eclipsys to install a new release or upgrade for a Workflow Module,
- 7.10. not sublicense, export or otherwise transfer the Workflow Modules, except as provided in Section 1.1 above,
- 7.11. not provide remote processing or service bureau services utilizing the Workflow Modules,
- 7.12. not allow any third party to implement, access, or operate any Workflow Module, except with Eclipsys prior written approval, except as provided in Section 1.1 above,
- 7.13. not remove or permit to be removed from Eclipsys' Proprietary Information any proprietary, confidential, or copyright notices, markings, or legends, and
- 7.14. not copy any Workflow Module or any related information except for archival purposes or for user manuals which reasonably may be duplicated for your use and marked with Eclipsys' proprietary notices.

### 8. Additional Services.

Services in response to requests that do not originate from the failure of the Workflow Module to perform as warranted are additional. For example, non-warranty services include services related to networks, communications, hardware, end user training/use of the Workflow Module, or issues related to third party software. Services provided by Eclipsys at the Facilities (except as required by this Agreement) are additional. Assistance provided to you by Eclipsys in the creation of custom reports, functions or formats are additional, except as indicated in Section 2.2 of Attachment 1 to Schedule C - Implementation Plan. If in Eclipsys' reasonable opinion problems (1) originate with equipment or (2) result from unauthorized use of or modifications to the Workflow Module, then Eclipsys at its prevailing rates may provide assistance in an attempt to correct the problem.

<b>Schedule C – Professional Services</b>
---

**1. Implementation Plan.**

The implementation plan is an estimate of the project based on: the Project Scope Documents, the additional information you provide, and Eclipsys' experience in implementing these systems repeatedly in the past. The implementation plan describes: the tasks that need to be performed to implement the system, the start and completion date of each task along with the number of hours required to complete the task, and the responsible party assigned to complete each task. The Project Scope Document defines the expected roles and responsibilities of both parties as well as defining the required Staffing needs. It also documents the assumptions underlying the Workplan. A Change Order Process is used for out of scope work not defined in the Workplan. The implementation plan does not provide for:

- 1.1. changes you request,
- 1.2. changes in your personnel that require additional work or training, and
- 1.3. unexpected or unusual environmental or operational conditions at the facility, or other non-standard circumstances.

**2. Changes of Scope.**

Eclipsys agrees to notify you in writing of circumstances or events that will expand the scope of the project and result in fees in excess of the estimate in Schedule A. You will not request and Eclipsys will not perform services outside the scope of the implementation plan, except with a written change order or statement of work that adequately describes the services to be performed by Eclipsys and the related fees to be paid by you.

**3. Your Actions.**

To enable Eclipsys to perform its obligations related to this Agreement, you agree to:

- 3.1. remain fully responsible for the management and control of the Implementation Plan and process,
- 3.2. notify Eclipsys of any material non-performance by Eclipsys within 30 days after the material non-performance occurred,
- 3.3. obtain at your expense any consents from third party vendors needed by Eclipsys to assist with the Installation,
- 3.4. use data and test scripts selected by you to test the Workflow Modules to your reasonable satisfaction prior to Live Operation,
- 3.5. make available the information, resources and personnel reasonably requested by Eclipsys,
- 3.6. perform your duties in a timely and workmanlike manner, and
- 3.7. provide at your expense all prerequisites needed for this Agreement.

**4. Implementation Requirements.**

At the Facilities and during implementation you agree to make available to Eclipsys:

- 4.1. a suitable workspace for Eclipsys' Project Manager and on-site personnel to access the your system,
- 4.2. high speed internet access, frame relay and ISDN or similar remote connectivity,
- 4.3. telephones and facsimile machines,
- 4.4. parking, access and other privileges enjoyed by your employees, and
- 4.5. other incidental services which would contribute to the efficient execution of this Agreement.

**5. Professional Services Standard.**

Subject to Client's compliance with its obligations related to this Agreement, Eclipsys agrees to provide services under this Agreement in a professionally and commercially reasonable manner. To the extent Eclipsys' services fall within the scope of the *Clark Memorial Hospital Commitment to Excellence*, Eclipsys agrees to make a good faith effort to comply with any applicable provisions (See attached as Exhibit I to this Schedule C).





The HL7 messages contain details, from the patient record, the exam record, and the diagnostic report record.

Other than message acknowledgement, the PACS will not send any data to Sunrise RIS.

### 3. Bi-directional ADT interface to SMS Invision

ADT messages will be sent in real time from SMS to Sunrise RIS whenever a new patient is created or any changes are made to the patient record.

ADT messages will be sent from Sunrise RIS to SMS whenever a new patient record is created or any changes are made to the patient record. Included in this message will be the internal SunriseRISPatientID used by Sunrise RIS to identify the patient. If an ADT message is received by SMS for a patient that has a blank MRN # (which indicates that it is a new patient, created in Sunrise RIS), then SMS will create a "pre-registration" patient record. SMS will then send an ADT message back to Sunrise RIS that includes both the SunriseRISPatientID and the assigned MRN#. Sunrise RIS will then use the SunriseRISPatientID to match the patient, and will replace the blank MRN with the newly assigned MRN#.

Developing and testing this interface may introduce additional professional services of up to 200 hours, beyond the estimated hours included within this contract.

Whenever an exam is scheduled within Sunrise RIS, an Order message will be sent from Sunrise RIS to SMS Invision. If this is a new scheduled event, an Account number will be assigned by SMS and included within an ADT message that is sent to Sunrise RIS.

### 4. Installation, Configuration, and Training

#### 4.1. Installation.

Eclipsys will be responsible for the installation and the configuration of the software on your servers.

Installation includes installing the various services that comprise the Workflow Modules and acceptance testing. You are responsible for installing the hardware, operating systems and network infrastructure required to install the Workflow Modules. Once the hardware, operating systems and network infrastructure have been set up, Eclipsys will install the Workflow Modules remotely and begin the process of remote testing of the software.

Once all testing and system configuration have been completed, Eclipsys will send a field engineer onsite for a period up to 3 days to supervise the onsite implementation. Installation fees will cover installation at the Facilities.

#### 4.2. Configuration of Labels, Reports and Tables.

Eclipsys will provide custom formatting of the data items shown on:

- Exam labels
- Master envelope labels
- Exam results sheet & reports
- Invoices

Eclipsys will format these labels and printouts to your requirements. The labels can include bar-code representations of Accession numbers and patient numbers, if desired. A total of up to 3 custom formatted items will be provided. Additional items may be provided at a cost of \$500 per item.

Eclipsys will help you remotely to configure all tables and pick lists within the Workflow Modules, and to set up user preferences and rights.

#### 4.3. Training.

Eclipsys will offer customized on-site training to the various staff involved with the system's operation. This training will include:

- Teaching of the various functions and options available within the Workflow Modules.
- Specific instruction geared towards radiologists, clinicians, technologists, clerks, and administrators.
- Guidance towards using the system to its full potential.

The amount of training required for a particular user will vary depending upon his or her familiarity with computers and his or her responsibilities. The training schedule will be structured to best meet the needs of your staff.

You will be asked to make a room available during the training period with sufficient space to carry out the instruction.

You acknowledge that an initial period of up to one month may be required in order for your staff to learn how to optimally use the Workflow Modules and that during this period the speed and efficiency of your workflow may be compromised. You agree not to hold Eclipsys responsible for any inconveniences or lost work time due to implementation of the Workflow Modules.

#### 4.4. Project Management.

Eclipsys will handle all tasks related to managing the implementation and deployment of the Workflow Module at your Facilities. Remote Project Management tasks are as follows:

- Hardware and network configuration assessment of the facility (allowing for reuse of existing hardware where applicable and validation of hardware configuration to be purchased).
- Workflow/needs assessment of the facility to ensure the configuration portion of the implementation process is aligned with the workflow/user needs and requirements.
- Validation/Verification of network configuration and hardware purchased by you.
- Oversee deployment of product to your site
- Acceptance testing and validation of customized product

Project Management may include a preliminary site visit, at the discretion of Eclipsys, with reasonable travel expenses to be reimbursed by you.

You further agree that delays in implementation may be caused by circumstances beyond the control of Eclipsys, including but not limited to the following: 1) availability of your personnel; 2) cooperation of third party vendors; 3) time required for you to procure and install hardware and network equipment; 4) time required for you to deliver legacy data to Eclipsys in satisfactory format.

Attachment 2 to Schedule C - RIS HL7 Billing Information (DFT^P03) Specification

A billing message can be queued whenever an exam becomes reported in Sunrise RIS. If an exam has multiple fee/procedure codes, there will be multiple FT1 segments.

Example Message

```
MSH|^-\\&|||200202150828||DFT^P03|2682|P|2.3|<cr>
EVN|P03|200202150828|<cr>
PID||V163276|||Norcross^Jeannine^||19331127|F|||^<cr>
PV1||E|^|V15400419|<cr>
FT1|||20020211|20020211|CH|T|BIOPSY NEEDLE
GUIDANCE||1|||RS^Smith^Royal|^Derkash^Rob^|||JV^Vich^Jeff|42500327|<cr>
FT1|||20020211|20020211|CH|P|BIOPSY NEEDLE
GUIDANCE||1|||RS^Smith^Royal|^Derkash^Rob^|||JV^Vich^Jeff|76360|<cr>
```

Field encoding

EVN segment

Seq	Example	Notes
1	P03	
2	200511061507	

PID segment

Seq	Example	Notes										
1												
2	12345	Usually the MRN.										
3	12345	Usually the MRN.										
5	Howard^Dan S^Dr.	Last name, first name, title										
7	19660217											
8	M	<table border="1"> <tr> <td>M</td> <td>Male</td> </tr> <tr> <td>F</td> <td>Female</td> </tr> <tr> <td>U</td> <td>Unknown</td> </tr> </table>	M	Male	F	Female	U	Unknown				
M	Male											
F	Female											
U	Unknown											
11	123 Main Street^Apt 12^Toronto^ON^CA	Street1, Street2, city, state, code zip, country code										
12	CA	<table border="1"> <tr> <td>US</td> <td>United States</td> </tr> <tr> <td>CA</td> <td>Canada</td> </tr> <tr> <td></td> <td>Etc....</td> </tr> </table>	US	United States	CA	Canada		Etc....				
US	United States											
CA	Canada											
	Etc....											
13	514-123-4567	Locally defined										
14	514-123-4567	Locally defined										
15	English	Locally defined										
16	M	<table border="1"> <tr> <td>S</td> <td>Single</td> </tr> <tr> <td>M</td> <td>Married</td> </tr> <tr> <td>D</td> <td>Divorced</td> </tr> <tr> <td>W</td> <td>Widowed</td> </tr> <tr> <td>U</td> <td>Unknown</td> </tr> </table>	S	Single	M	Married	D	Divorced	W	Widowed	U	Unknown
S	Single											
M	Married											
D	Divorced											
W	Widowed											
U	Unknown											
18	12345	Locally defined										
19	123-456-789-001	Locally defined										

PV1 segment

Seq	Example	Notes
1		
2	I	

			<table border="1"> <tr> <td>I</td> <td>Admitted patient</td> </tr> <tr> <td>O</td> <td>Out-patient</td> </tr> <tr> <td>E</td> <td>Emergency patient</td> </tr> <tr> <td>S</td> <td>Patient admitted at another facility</td> </tr> </table>	I	Admitted patient	O	Out-patient	E	Emergency patient	S	Patient admitted at another facility
I	Admitted patient										
O	Out-patient										
E	Emergency patient										
S	Patient admitted at another facility										
Patient location	3	16^Ultrasound 2^6^Clyde^20^Emergency	Room code ^ room description ^ facility code ^ facility description ^ patient location code ^ patient location description.								
Prior patient location	6	20^Emergency	Supplied if known. patient location code ^ patient location description								
Referring Doctor	8	123^^^Dr.	Locally defined ID code^Last name^first name^^Suffix^Title								
Consulting Doctors	9	222^Smith^John^^Jr.^Dr.	Locally defined ID code for doctor^last name^first name^^Suffix^Title. Repeating field.								
Visit Number	19	123456789	Used for billing purposes. Locally defined.								
Financial Class	20		Used for billing purposes. Billing Method Financial Class.								
Servicing Facility	39	22^VSH	Facility number^Facility Name								
Admit Date/Time	44	200511061507	This will be the Exam date and the Exam Start Time.								
Discharge Date/Time	45	200511061515	This will be the Exam date and the Exam End Time.								

FT1 segment

Set ID	Seq	Example	Notes
Set ID	1		
Transaction ID	2	12345	Invoice Header Number
Transaction date	4		YYYYMMDDHHMM. Exam date and start time.
Transaction End Date	5		YYYYMMDDHHMM. Exam date and end time.
Transaction type	6	CH or CR	CH - charge CR - credit
Transaction code	7	P or T	P - Professional T - Technical
Transaction Description	8		Usually the procedure code. Locally defined.
Transaction Alternate Description	9		Exam code number.
Transaction Quantity	10		Default '1'.
Diagnosis Code	19		ICD9 diagnosis code^diagnosis description
Performed By Code	20	RADSMI^SMITH^STEVE	The radiologist code, last name, first name
Ordered By Code	21	DRJON^JONES^DAVE	The ordering physician code, last name, first name

Filler Order Number	23	123456	Accession number
Entered By Code	24	BKNBRO^BROWN^SAM	The entered by user code, last name, first name
Procedure Code	25		Billing code

INI segment

Field	Seq	Example	Notes
Set ID - INI	1		
Insurance Plan ID	2	12345^HMO	1 <sup>st</sup> component is a unique identifier for the plan and the 2 <sup>nd</sup> is a description
Insurance Company ID	3	12345	The Company ID in the Billing System
Insurance Company Name	4	ABC Inc.	
Insurance Company Address	5		Street1^Street2^City^State code^Zip^country code
Insurance Co. Contact Person	6		
Insurance Co Phone Number	7		
Group Number	8		
Group Name	9		
Insured's Group Emp Name	11		
Plan Expiration Date	13	20021025	YYYYMMDD format
Authorization Information	14		authorization number^^insurance company name
Name Of Insured	16		Policyholder name
Insured's Relationship To Patient	17		SE Self
			SP Spouse
			NR Natural child/responsible
			GC Grandchild
			OR Organ donor
			CA Cadaver donor
			NN Natural child/not responsible
			ST Stepchild
			FO Foster child
			WA Ward of the court
			EM Employee
			UN Unknown
			HA Handicapped dependent
			IN Injured plaintiff
SD Sponsored dependent			
MI Minor dependent			
PA Parent			
GP Grandparent			
LI Life partner			
NI Niece/nephew			
Insured's Date Of Birth	18		
Insured's Address	19		Street1^Street2^City^State code^Zip^country code
Policy Number	36		Policy Number
Insured's Sex	43		M/F
Insured's Employer Address	44		Street1^Street2^City^State code^Zip^country code
Insured's ID Number	49		Usually the health insurance number

IN2 segment

Field	Seq	Example	Notes
Insured's Employee ID	1		Company Code
Insured's Employer Name	3		Company Name
Medicare Health Ins Card Number	6		Health insurance number
Employer Contact Person Name	49		Company contact
Employer Contact Person Phone Number	50		Company phone

GT1 segment

Field	Seq	Example	Notes																																								
Set ID - GT1	1																																										
Guarantor Number	2		Guarantor code																																								
Guarantor Name	3		Last name^first name^^title																																								
Guarantor Address	5		Street1^Street2^City^State code^Zip^country code																																								
Guarantor Ph Num-Home	6																																										
Guarantor Date/Time Of Birth	8																																										
Guarantor Sex	9		M/F																																								
Guarantor Relationship	11		<table border="1"> <tbody> <tr><td>SE</td><td>Self</td></tr> <tr><td>SP</td><td>Spouse</td></tr> <tr><td>NR</td><td>Natural child/responsible</td></tr> <tr><td>GC</td><td>Grandchild</td></tr> <tr><td>OR</td><td>Organ donor</td></tr> <tr><td>CA</td><td>Cadaver donor</td></tr> <tr><td>NN</td><td>Natural child/not responsible</td></tr> <tr><td>ST</td><td>Stepchild</td></tr> <tr><td>FO</td><td>Foster child</td></tr> <tr><td>WA</td><td>Ward of the court</td></tr> <tr><td>EM</td><td>Employee</td></tr> <tr><td>UN</td><td>Unknown</td></tr> <tr><td>HA</td><td>Handicapped dependent</td></tr> <tr><td>IN</td><td>Injured plaintiff</td></tr> <tr><td>SD</td><td>Sponsored dependent</td></tr> <tr><td>MI</td><td>Minor dependent</td></tr> <tr><td>PA</td><td>Parent</td></tr> <tr><td>GP</td><td>Grandparent</td></tr> <tr><td>LI</td><td>Life partner</td></tr> <tr><td>NI</td><td>Niece/nephew</td></tr> </tbody> </table>	SE	Self	SP	Spouse	NR	Natural child/responsible	GC	Grandchild	OR	Organ donor	CA	Cadaver donor	NN	Natural child/not responsible	ST	Stepchild	FO	Foster child	WA	Ward of the court	EM	Employee	UN	Unknown	HA	Handicapped dependent	IN	Injured plaintiff	SD	Sponsored dependent	MI	Minor dependent	PA	Parent	GP	Grandparent	LI	Life partner	NI	Niece/nephew
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LI	Life partner																																										
NI	Niece/nephew																																										

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Attachment 3 to Schedule C - Clark Memorial Hospital Commitment to Excellence

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Schedule D - Equipment
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**1. Delivery.**

Eclipsys will use commercially reasonable efforts to cause the Equipment in the Configuration to be shipped within 10 days of the mutually agreeable delivery dates. Title and risk of loss shall pass to you upon delivery of the Equipment by manufacturer to the carrier. You agree to pay related costs of insurance, applicable taxes (if any), storage, and transportation.

**2. Installation.**

Site preparation shall be your responsibility. The manufacturer of the equipment shall provide their standard installation services for their computer equipment. Upon your request, Eclipsys will make available at Eclipsys' prevailing rates field technical consultants and installation support services.

**3. Acceptance.**

Acceptance of the Equipment shall occur on the 10th day after delivery, unless you in writing reject the Equipment and identify the non-conformity with reasonable specificity. Upon receipt of any rejection notice, Eclipsys may replace or repair the non-conforming Equipment within 30 days or cancel the purchase of the non-conforming Equipment and refund the related Fees paid.

**4. Exclusive Equipment Warranty.**

To the extent permissible, Eclipsys agrees to assign to you any warranty made by the manufacturer of the Equipment. Although Eclipsys configured the system, Eclipsys did not manufacture the Equipment and does not warrant the Equipment. Eclipsys agrees to assist you in pursuing your warranty rights with the respective Equipment manufacturer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ECLIPSYS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE EQUIPMENT. ECLIPSYS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**5. Service.**

The Equipment manufacturer, not Eclipsys, agrees to be exclusively responsible for the repair, replacement, maintenance, or servicing of the Equipment.

**6. Infringement.**

To the extent permissible, Eclipsys agrees to assign to you all manufacturer's indemnities against infringement of the Equipment upon the intellectual property rights of any third party. THE FOREGOING SETS FORTH THE ENTIRE LIABILITY OF ECLIPSYS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT BY THE EQUIPMENT.

**7. Configuration.**

Although Eclipsys reasonably believes the configuration in Attachment 1 to this Schedule D to be adequate based on the operating characteristics you provided as contained in the configuration notes, the system may require expansion as your volume or nature of usage changes.



Attachment 1 to Schedule E - Configuration

January 17, 2006

Clark Memorial  
Eclipsys RIS V1.3 Budgetary Hardware Configuration for Clark Memorial

File Name: S55325806

Requestor: Cooper  
Prepared By: Snowden

RIS V1.3

Qty	Description	Hardware Price	OB Price	OS Price	Misc HW/SW	Total Selling Price
<b>Data/Storage Server</b>						
<i>MS Active / Passive Cluster</i>						
2	IBM X160 2.83GHz Xeon MP, 4 Way Processor(s), 8192MB Memory, 146GB Total Storage	\$ 62,108	\$ 48,754	\$ 7,711	\$	\$ 118,573
2	MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Years)					
10	MS Windows Server - CAL & Software Assurance (2 Years)					
2	MS Windows Server 2003 Enterprise Edition - Media					
4	MS SQL SERVER ENT. 2000-2005 RUNTIME PROCESSOR LICENSE(S)					
4	MS SQL SERVER ENT. 2000-2005 RUNTIME PROCESSOR LICENSE(S) EIA					
	IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site (X160)					
<b>Web Server</b>						
3	IBM X336 3.6GHz Xeon, 2 Way Processor(s), 2048MB Memory, 146GB Total Storage	\$ 18,572	\$	\$ 4,105	\$	\$ 22,677
3	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)					
15	MS Windows Server - CAL & Software Assurance (2 Years)					
3	MS Windows Server 2003 Standard Edition - Media					
	IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - X336					
<b>Test / Training Server</b>						
1	IBM X336 3.6GHz Xeon, 2 Way Processor(s), 2048MB Memory, 146GB Total Storage	\$ 6,191	\$	\$ 1,368	\$	\$ 7,559
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)					
5	MS Windows Server - CAL & Software Assurance (2 Years)					
1	MS Windows Server 2003 Standard Edition - Media					
	IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - X336					
<b>Interface Broker Server</b>						
1	IBM X336 3.6GHz Xeon, 1 Way Processor(s), 2048MB Memory, 146GB Total Storage	\$ 4,953	\$	\$ 1,368	\$	\$ 6,321
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)					
5	MS Windows Server - CAL & Software Assurance (2 Years)					
1	MS Windows Server 2003 Standard Edition - Media					
	IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - X336					
<b>Messenger Server</b>						
1	IBM X336 3.6GHz Xeon, 1 Way Processor(s), 2048MB Memory, 146GB Total Storage	\$ 4,953	\$	\$ 1,368	\$ 5,527	\$ 11,848
1	FacSys Ver 4.0 Client server license					
1	FacSys Rendering Engine					
1	FacSys Maintenance					
1	FacSys 10 User Client License					
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)					
5	MS Windows Server - CAL & Software Assurance (2 Years)					
1	MS Windows Server 2003 Standard Edition - Media					
	IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - X336					
<b>Speech Recognition Web Server</b>						
1	IBM X336 3.6GHz Xeon, 2 Way Processor(s), 2048MB Memory, 146GB Total Storage	\$ 6,191	\$	\$ 1,368	\$	\$ 7,559
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)					
5	MS Windows Server - CAL & Software Assurance (2 Years)					
1	MS Windows Server 2003 Standard Edition - Media					
	IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - X336					
<b>Speech Recognition Adaptation Server</b>						
1	IBM X336 3.6GHz Xeon, 1 Way Processor(s), 2048MB Memory, 146GB Total Storage	\$ 4,953	\$	\$ 1,368	\$	\$ 6,321
1	MS Windows Server Standard Edition - Server License & Software Assurance (2 Years)					
5	MS Windows Server - CAL & Software Assurance (2 Years)					
1	MS Windows Server 2003 Standard Edition - Media					
	IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - X336					

Peripherals

Peripherals Total:

2	Symbol LS-2208 Trigger Scanner, USB Cables	\$ 3,855	\$ 3,855
2	Seiko Instruments, Small Label Printer 420, 2"		
7	Dekafono PowerMic USB		

Rack Components

1	IBM Enterprise Rack (42U), Flat Panel Display w/ Integrated Keyboard & Mouse, Server Console Switch, Switch Cables, PDU(s)	\$ 10,769	\$ 10,769
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Client to provide supportable SAN

RIS VS.1 System Totals:	\$ 122,645	\$ 48,754	\$ 16,656	\$ 5,927	\$ 195,483
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System Totals:

** Platform Solutions Integration Fee (Description of Services Outline Below, Mandatory Fee)	\$ 8,575
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Total Purchase Price:

\$ 204,058

Estimated Shipping Charges: \$ 4,393

ECLIPSYS CORPORATION ("*Eclipsys*"), located at 1750 Clint Moore Road, Boca Raton, Florida 33487, provides software support services for certain software applications to CLARK MEMORIAL HOSPITAL ("*Customer*"), located at 1220 Missouri Avenue, Jeffersonville, Indiana 47130, under an agreement dated January 31, 2006, as may have been amended from time to time by certain agreements thereto (collectively, the "*Agreement*").

For valuable and adequate consideration, the parties intend to amend that Agreement effective December 13, 2007 (the "*Amendment Date*") to license and receive related services for certain Eclipsys software application as described in this amendment (the "*Amendment*") for the fees described herein.

1. **Remaining Agreement Provisions.** Except as modified herein, all provisions of the Agreement remain in full force and effect. This Amendment shall govern any conflict with the Agreement.

2 **Eclipsys Deliverables for New Eclipsys Software.**

2.1. **License for Additional Software.** For the fees identified in Schedule A of this Amendment, Eclipsys agrees to provide a license to the additional Eclipsys software specified therein (the "*Eclipsys Software*") for use at the Facility specified in Schedule A in accordance with the Agreement.

2.2. **Support Services for Additional Software.** For the fees identified in Schedule A of this Amendment, Eclipsys agrees to provide support services for the Eclipsys Software in accordance with the Agreement, except that Platform Protection as described in Section 2.2 of Schedule B to the Agreement shall not be included and replaced with the following (the "*Support Services*"):

(a) **Platform Changes and New Platform Versions.** Eclipsys and providers of Third Party Software shall not be required to make any Platform change or provide any new Platform version. Eclipsys, or in the case of Third Party Software the Third Party provider thereof, may from time to time in their discretion make Platform changes or release new Platform versions, and if Eclipsys makes any Release to any customer on a commercial basis of a new Platform version of any Workflow Group then licensed to and used by Customer, Eclipsys shall make such new Platform version available to Customer. If a Platform change by a Third Party applicable to a Workflow Group makes the Release of that Workflow Group licensed to and used by Customer immediately before the Platform change commercially infeasible for Eclipsys to support according to the terms of the Agreement, then Eclipsys may require Customer to make changes to Customer's Platform or system, or implement a new Platform version, as appropriate to adapt to the Platform change as efficiently as reasonably practicable, but in no event later than eighteen (18) months after the date Eclipsys notifies Customer of such required changes pursuant the Agreement. Eclipsys will provide to Customer as much advance notice of Platform changes and new Platform versions as possible and Customer shall be permitted in its reasonable discretion to coordinate the timing of implementing such Platform changes and new Platform versions with the timing for implementing Upgrades and/or Releases as provided in the Agreement. Customer shall pay Eclipsys at the rates specified in the Agreement, or if no such rates are specified, then at Eclipsys' then-prevailing rates, for any new Platform version and any services in connection with any Platform change or new Platform version and Customer shall be responsible for purchase of any additional hardware and other resources needed by Customer, in connection with such Platform change or new Platform version; provided, however, that (i) to the extent of its ability to do so, Eclipsys shall assist Customer, at its then-applicable rates, to procure such hardware and other resources; and (ii) if Eclipsys requires such Platform change or new Platform version or Eclipsys materially reduces the level of resources devoted to research and development of the prior version or on the prior Platform, then Customer shall have to pay only the difference between the license between the license fee Customer paid for the prior version and the typical license fee for the new Platform version.

2.3 **Third Party Software License and Support Services.** For the fees identified in Schedule A of this Amendment, Eclipsys agrees to provide licenses and related support services for the Third Party Software specified therein (the "*Third Party Software*") in accordance with the Agreement and Schedule B (the "*Third Party Software Licenses and Support Services*").

2.4. **Professional Services.** For the fees identified in Schedule A of this Amendment, Eclipsys agrees to provide

professional services specified in Schedule C (the "**Professional Services**") in accordance with the Agreement.

2.5. **Equipment.** For the fees identified in Schedule A of this Amendment, Eclipsys agrees to provide hardware and equipment described in Schedule D (the "**Equipment**") in accordance with the Agreement.

2.6. **Remote Hosting Services.** For the fees identified in Schedule A of this Amendment, Eclipsys agrees to provide remote hosting services described in Schedule E (the "**Remote Hosting Services**") in accordance with the terms therein.

### 3. Fees and Payment Terms.

3.1. **Fees and Specific Payment Terms.** Customer's fees and specific payment terms for the Eclipsys deliverables described in Section 2 above are contained in Schedule A.

3.2. **General Payment Terms.** Customer agrees to pay Eclipsys the fees specified in Schedule A in accordance with the Agreement.

3.3. **Annual Adjustment.** Section 1.6 of Schedule A to the Agreement shall be deleted and replaced with the following:

Each year on the anniversary of the Effective Date, Eclipsys may increase all fees in this Agreement by an amount equal to the Employment Cost Index (U.S. Department of Labor's Employment Cost Index for Professional, Specialty and Technical Occupations in Private Industry) from the prior calendar year. For any Annual Adjustment that is not applied for a given year, the increase remains cumulative and may be applied in subsequent years.

3.4. **Travel, Living, and Other Expenses.** Section 2.4.4 of Schedule A to the Agreement shall be deleted and replaced with the following:

Actual meals and incidental expenses, not to exceed \$30 per day. Eclipsys personnel working on site will receive the Clark Memorial Hospital discount for all meals in the hospital cafeteria.

4. **Term.** The initial term for Software Support Services under this Amendment shall end seven (7) years after the Amendment Date (the "**Initial Term**"). This Amendment shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least twelve (12) months prior to the end of the then current term (the "**Renewal Term**"). During the Initial Term, Eclipsys shall not increase the fees for Initial Use of the Software Support Services and Extended Support Services by more than the Annual Adjustment. At the end of the Initial Term and each Renewal Term (collectively, the "**Term**"), this Amendment will renew at Customer's then current rates.

5. **Confidential & Proprietary Information.** The Eclipsys Software, Third Party Software, and related documentation, information, data and designs are deemed part of proprietary and confidential information protected under the Agreement.

6. **Severability and Modification.** If any provision is held invalid, then such provision will be modified to best preserve the parties' intent. This Amendment may be modified only in writing and when signed by both parties.

7. **Counterparts and Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amendment, and any such counterpart containing a facsimile signature shall be deemed an original.

8. **Eclipsys EUN Conferences.** If Eclipsys holds or otherwise sponsors any annual Eclipsys User Network (EUN) conference(s) during the Term, Customer may, at its sole expense, (i) register its employees to attend each such conference, (ii) pay Eclipsys' then-applicable fees for those registrations, and (iii) shall make commercially reasonable efforts to ensure that those employees attend all applicable portions of the conference(s). Eclipsys agree that for every two (2) registered employees of Customer, Eclipsys will pay for one (1) additional Customer employee, but in no event

shall Eclipsys pay for more than four (4) Customer employees.

9. **Option and Price Protection for Additional Eclipsys Software and Third Party Software.** Eclipsys agrees to provide Customer the option to acquire the right to license the Eclipsys developed software modules and third party software modules specified below (the "*Optional Software*") under the terms and conditions herein for up to twenty-four (24) months from Amendment Date. Eclipsys agrees to provide price protection for the license fees and annual support fees related to the *Optional Software* at the fees specified below for up to twenty-four (24) months from Amendment Date (the "*Price Protected Fees*"). Upon Customer's written notice of its election to exercise this option, Customer and Eclipsys will enter into an amendment to the Agreement for the selected *Optional Software*, *Price Protected Fees*, and other necessary terms and conditions as mutually agreed to by the Parties.

Eclipsys Catalog Number	Eclipsys Software Description	License Fee	Annual Support Fee
	<b>Decision Support</b>		
FSDESU1000	Sunrise Decision Support (Decision Support)	\$166,500	\$34,862
FSDESU1110	Productivity Management Reporting (Decision Support)	\$24,757	\$5,184
FSDESU1120	Web-based Departmental Budgeting (Decision Support)	\$17,603	\$3,685
FSDESU1130	Web-based Financial Analysis (Decision Support)	\$36,333	\$7,608

Eclipsys Catalog Number	Third Party Software Description	One Time Third Party Software License Fee	Year 1 Annual Third Party Support Fee
ASSURG4220	StatCom (Surgery)	\$184,800	\$42,000

10. **Training Discount.** For the Term of this Amendment, Eclipsys agrees to provide Customer a discount of thirty percent (30%) off of the then current list training fees.

11. **Assignment.** Section 10.7 of the Agreement shall be deleted and replaced with the following:

Neither party may assign or transfer this Agreement, except in its entirety to (a) a subsidiary of the party, provided that the parent company of the subsidiary remains obligated as specified herein, or (b) the surviving entity of any merger or consolidation or to any purchaser of substantially all of the party's assets. Both parties shall take whatever steps may be necessary to ensure that an acquiring company honors the terms and conditions of the Agreement, by including this as a term and condition of the sale and/or merger. This Agreement shall be binding upon the parties and their permitted successors and assigns

12. **Acceptance.** Customer shall accept this Amendment by sending three signed copies to Eclipsys at the address above. Upon receipt, Eclipsys shall return one fully executed Amendment to Customer. Agreed and accepted by,

[SIGNATURE PAGE TO FOLLOW]

ECLIPSYS CORPORATION

CLARK MEMORIAL HOSPITAL

  
\_\_\_\_\_  
*Authorized Signature*

J.M. Colfer, Senior Vice President  
*Printed Name, Title*

December 13, 2007  
*Date*

  
\_\_\_\_\_  
*Authorized Signature*

*Authorized Signature*

MARTIN PANGEL

*Printed Name, Title*

December 13, 2007  
*Date*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Printed Name, Title*

December 13, 2007  
*Date*

THE TERMS, CONDITIONS, AND PRICING IN THIS AMENDMENT ARE VALID  
ONLY IF EXECUTED BY CUSTOMER ON OR BEFORE DECEMBER 13, 2007.

**Schedule A – Facilities, Software, Services, Fees and Payments**

1 **Customer Facility.** The following licensed facility is both owned or managed by and clinically-affiliated with Customer and certified by Customer (the "**Facility**").

Facility Name	Address
Clark Memorial Hospital	1220 Missouri Avenue, Jeffersonville, IN 47130
Clarksville Medical Center	2200 N Greentree Blvd. Clarksville, IN 47129
East Jeff Medical Plaza	1806 E. Tenth St., Jeffersonville, IN 47130
Charlestown Medical Center	11500 State Road 62, Charlestown, IN 47111
Henryville Medical Plaza	314 S. Ferguson St., Henryville, IN 47126
Hunter Station Medical Center	115 Hunter Station Way, Sellersburg, IN 47172

2 **Eclipsys Software and Support Services.** The following software is Eclipsys Software to be licensed and supported under this Amendment.

Eclipsys Catalog Number	Description	License Fee	Annual Support Fee
	<b>Acute Care</b>		
CSACCA1000	Sunrise Acute Care (Acute Care)	\$835,066	\$175,037
CSACCA1190	Rules Authoring (Acute Care)	\$252,599	\$52,890
CSACCA1230	Tracking Board - Enterprise (Acute Care)	\$40,515	\$8,483
CSACCA2040	Knowledge-Based Charting (Acute Care)	\$259,949	\$54,429
CSACCA2120	NORIC (Acute Care)	\$34,144	\$7,149
CSACCA1350	Sunrise Analytics – Acute Care	\$74,162	\$15,529
<b>Subtotal</b>		<b>\$1,497,335</b>	<b>\$313,517</b>
	<b>Critical Care</b>		
CSCRCA1000	Sunrise Critical Care (Critical Care)	\$190,995	\$39,991
CSCRCA2040	Severity of Illness Scoring (Critical Care)	\$15,118	\$3,165
<b>Subtotal</b>		<b>\$206,113</b>	<b>\$43,156</b>
	<b>Emergency Care</b>		
CSMECA1000	Sunrise Emergency Care (Emergency Care)	\$275,832	\$57,754
<b>Subtotal</b>		<b>\$275,832</b>	<b>\$57,754</b>
	<b>Medication Management</b>		
CSMEMA1000	Sunrise Pharmacy (Medication Management)	\$233,438	\$48,878
CSMEMA1100	Knowledge-Based Medication Admin - Acute (Medication Management)	\$96,778	\$20,264
<b>Subtotal</b>		<b>\$330,216</b>	<b>\$69,142</b>
	<b>Access</b>		
FSACCE1000	Sunrise Access Management (Access)	\$54,638	\$11,440
FSACCE1110	Medical Necessity Checking (Access)	\$35,324	\$7,396
FSACCE1120	Point-of-Service Scanning (Access)	\$36,859	\$7,718
FSACCE1130	Referral Management (Access)	Included	Included
FSACCE2010	Electronic Authorization (Access)	Included	Included

FSACCF2030	Eligibility Verification (Access)	Included	Included
<b>Subtotal</b>		<b>\$126,821</b>	<b>\$26,554</b>
	<b>Decision Support</b>		
FSDFSU1145	Sunrise Analytics – Enterprise Platform	\$44,534	\$9,325
<b>Subtotal</b>		<b>\$44,534</b>	<b>\$9,325</b>
	<b>Patient Financials</b>		
FSPA111000	Sunrise Patient Financials (Patient Financials)	\$236,931	\$49,609
FSPA111110	Multi-Entity Processing (Patient Financials)	\$43,106	\$9,025
FSPA112030	Claims Status Checking (Patient Financials)	Included	Included
FSPA111120	ODBC Reporting (Patient Financials)	\$9,557	\$2,001
FSPA111130	Reimbursement & Contract Management (Patient Financials)	\$21,833	\$4,572
<b>Subtotal</b>		<b>\$311,427</b>	<b>\$65,207</b>
	<b>Scheduling</b>		
FSSCIE1000	Sunrise Enterprise Scheduling (Scheduling)	\$58,669	\$12,285
<b>Subtotal</b>		<b>\$58,669</b>	<b>\$12,285</b>
	<b>eLink</b>		
ASELIN1100	eLink - Limited Use (eLink)	\$8,195	\$1,716
<b>Subtotal</b>		<b>\$8,195</b>	<b>\$1,716</b>
<b>TOTAL</b>		<b>\$2,859,142</b>	<b>\$598,656</b>

### 2.1. Additional Fees that May Apply.

(a) **Additional Use.** Customer acknowledges that Eclipsys' pricing for the Eclipsys Software is based in equal proportions on the quantities of Inpatient Discharges and Outpatient Visits identified in Section 7 (the "Initial Use") below. Additional fees shall be applied in accordance with the Agreement as specified therein.

(b) **Non-Current Fees.** Eclipsys may increase the related Annual Support Fees for Eclipsys Software which is not maintained by Customer on the current Release or Upgrade as required under the Agreement in accordance with the terms therein.

### 3. Third Party Software. The following software is Third Party Software to be licensed and supported under this Amendment.

Eclipsys Catalog Number	Description	One Time Third Party Software License Fee	Year 1 Annual Third Party Support Fee	Year 2 Annual Third Party Support Fee	After Year 2 Annual Third Party Support Fee
	<b>Acute Care</b>				
CSACCA2060	Multum (Acute Care)	\$0	\$38,100	\$38,100	\$38,100
<b>Subtotal</b>		<b>\$0</b>	<b>\$38,100</b>	<b>\$38,100</b>	<b>\$38,100</b>
	<b>Critical Care</b>				
CSRCRA1090	Device Interfaces - Multi-Device (Critical Care)	\$59,840	\$11,968	\$11,968	\$11,968
<b>Subtotal</b>		<b>\$59,840</b>	<b>\$11,968</b>	<b>\$11,968</b>	<b>\$11,968</b>
	<b>Emergency Care</b>				
CSACCA2030	ExuCare (Emergency Care)	\$0	\$5,000	\$5,000	\$5,000



Subtotal		\$0	\$5,000	\$5,000	\$5,000
	<b>Patient Financials</b>				
FSPAF12000	APC Grouper & ASC Pricer (Patient Financials)	\$0	\$12,763	\$12,763	\$12,763
FSPAF12040	CMS Grouper & Pricer (Patient Financials)	\$0	\$12,763	\$12,763	\$12,763
FSPAF12050	ICD-9-CM Mapper (Patient Financials)	\$0	\$2,298	\$2,298	\$2,298
FSPAF12220	Medical Necessity Checking - Content (Patient Financials)	\$0	\$37,529	\$37,529	\$37,529
<b>Subtotal</b>		<b>\$0</b>	<b>\$65,353</b>	<b>\$65,353</b>	<b>\$65,353</b>
	<b>Imaging</b>				
ASIMAG4210	Sunrise PACS - Enterprise (Imaging)	\$598,800	\$119,760	\$119,760	\$119,760
<b>Subtotal</b>		<b>\$598,800</b>	<b>\$119,760</b>	<b>\$119,760</b>	<b>\$119,760</b>
	<b>Surgery</b>				
ASSURG4000	Sunrise Surgery (Surgery)	\$158,400	\$36,000	\$36,000	\$36,000
ASSURG4110	Anesthesia Intra-Op Documentation (Surgery)	\$105,600	n/a	n/a	\$24,000
ASSURG4120	Anesthesia Intra-Op Monitoring (Surgery)	\$79,200	n/a	n/a	\$18,000
ASSURG4130	Anesthesia Pre-Op (Surgery)	\$105,600	n/a	n/a	\$24,000
ASSURG4140	Case Request via Web (Surgery)	\$57,200	\$13,000	\$13,000	\$13,000
ASSURG4150	Intra-Op Nurse Charting (Surgery)	\$105,600	n/a	\$24,000	\$24,000
ASSURG4160	Post-Op Nurse Charting (Surgery)	\$62,400	n/a	\$14,182	\$14,182
ASSURG4170	Pre-admission Test Scheduling (Surgery)	\$57,200	\$13,000	\$13,000	\$13,000
ASSURG4180	Pre-Op Nurse Charting (Surgery)	\$62,400	n/a	\$14,182	\$14,182
ASSURG4200	Rules Based Charging (Surgery)	\$57,200	\$13,000	\$13,000	\$13,000
ASSURG4240	Surgical Analytics (Surgery)	\$66,000	n/a	\$15,000	\$15,000
ASSURG4250	Third Party Required Products (Surgery)	\$61,600	\$14,000	\$14,000	\$14,000
<b>Subtotal</b>		<b>\$978,400</b>	<b>\$89,000</b>	<b>\$156,364</b>	<b>\$222,364</b>
<b>TOTAL</b>		<b>\$1,637,040</b>	<b>\$329,181</b>	<b>\$396,545</b>	<b>\$462,545</b>

4. Professional Services. The following services are Eclipsys Professional Services to be provided under this Amendment.

Eclipsys Catalog Number	Description	Estimated Fee	Estimated Hours	Rate per Hour
IMPL2020	Implementation - Access (Professional Services)	\$172,330	907	190
IMPL2000	Implementation - Imaging, Data Migration (Professional Services)	\$145,372	Flat Fee	NA
IMPL2025	Implementation - Sunrise Analytics	\$37,050	190	190
IMPL2090	Implementation - Imaging (Professional Services)	\$169,100	890	190
IMPL2120	Implementation - Patient Financials (Professional Services)	\$535,990	2,821	190
IMPL2130	Implementation - Scheduling (Professional Services)	\$148,200	780	190
IMPL2140	Implementation - Surgery (Professional Services)	\$355,400	1,871	190
IMPL2160	Implementation - Clinical Solutions (Professional Services)	\$2,668,550	14,045	190

	Services)			
<b>Subtotal</b>		<b>\$4,232,082</b>	<b>21,504</b>	
INTE2000	Integration (Professional Services)	\$292,600	1,540	190
INTE2080	Integration - Patient Financials (Professional Services)	\$327,750	1,725	190
INTE2110	Integration - Surgery (Professional Services)	\$67,830	357	190
<b>Subtotal</b>		<b>\$688,180</b>	<b>3,622</b>	
CONS2010	Consulting Services - Clinical Solutions (Professional Services)	\$969,000	5,100	190
CONS2020	Consulting Services - Knowledge Based Charting (Professional Services)	\$342,000	1,800	190
<b>Subtotal</b>		<b>\$1,311,000</b>	<b>6,900</b>	
TRAIN1010	Project Training - Clinical Solutions (Professional Services)	\$195,875	N/A	N/A
TRAIN1050	Project Training - Patient Financials (Professional Services)	\$42,700	N/A	N/A
<b>Subtotal</b>		<b>\$238,575</b>	<b>N/A</b>	
<b>TOTAL</b>		<b>\$6,469,837</b>	<b>32,026</b>	

4.1. **Professional Service Fees.** Professional Services described above will be provided on a time and materials basis. The project contemplated by this Amendment has been estimated based on the scope of the Implementation Plan described in Schedule D.

4.2. **Training Fees.** Training has been included in the Implementation Services fees specified above, if additional training is requested by Customer, Customer agrees to pay all training fees at Eclipsys' published rates at the time of enrollment or at least 30 days prior to the 1st day of any course. Eclipsys agrees to credit Customer's training invoices for cancelled courses as follows:

- (a.) 100% of the course fee for each course cancelled with 14 or more calendar days advance written notice, and
- (b.) 50% of the course fee each course cancelled with less than 14 calendar days advance written notice.

This credit may be applied against future training fees only.

4.3. **Travel, Living, and Other Expenses.** Customer agrees to pay all reasonable expenses for Eclipsys' personnel performing services related to this Amendment in accordance with the Agreement and as follows:

- (a.) Eclipsys will schedule airfare with at least fourteen (14) days when feasible.
- (b.) Eclipsys will use hotels with that have rates which have been negotiated with Customer when reasonable.

5. **Equipment.** Fees related to Equipment are contained in Schedule D.

6. **Remote Hosting Services.** The following services are Eclipsys Remote Hosting Services to be provided under this Amendment.

Eclipsys Catalog Number	Description	(Year 1) On Amendment Date	(Year 1) 60 days after Amendment Date	(Year 1) 120 days after Amendment Date	(Year 1) 270 days after Amendment Date	(Year 2) Monthly Fees beginning on First Anniversary of the Amendment Date
HOST1010	Remote Hosting Set Up	\$ 100,500	\$ 100,500	n/a	n/a	n/a
HOST1000	Remote Hosting Services	n/a	n/a	\$ 441,033	\$ 441,033	\$ 73,505.41

6.1. **Remote Hosting Set Up Fee Payment.** Remote Hosting Set Up fee is payable on the dates specified above.

6.2. **Remote Hosting Services Fee Payment.** Remote Hosting Services fee is payable as follows:

(a.) For Year 1, the Remote Hosting Service fee is payable on the dates specified above.

(b.) For Year 2, the Remote Hosting fee specified above is payable beginning on the first anniversary of the Amendment Date and monthly thereafter for the Term, subject to Annual Adjustment.

6.3. **Additional Fees that May Apply.** Additional fees may apply in accordance with Attachment 1 of Schedule E.

## 7. Notes to Pricing.

### 7.1. Initial Use for Eclipsys Software:

Description	Volumes
Inpatient Discharges	12,272
Outpatient Visits	97,315
Emergency Department Visits	45,000

### 7.2. Other volumes that pricing is based.

Description	Volumes
ASIMAG4210 - radiology exams	150,000
Intensive Care Unit Beds	34
CSACCA1140, CSACCA2050, FSACCE1110 - Number of Medicare Outpatient Visits	21,012
CSCRCA4000 - Number of multi-device interface beds	34
FSACCF2000 - Estimated number of web searches performed per year	10000
FSPAFI2000, FSPAFI2040, FSPAFI2050, FSPAFI2220 - Beds in facility 1:	241
ASSURG4000, ASSURG4110, ASSURG4120, ASSURG4130, ASSURG4140, ASSURG4150, ASSURG4160, ASSURG4170, ASSURG4180, ASSURG4200, ASSURG4240 - Total number of ORs AND procedure rooms (facility 1)	14*

\* Rooms will be fixed at fourteen (14). During a transition period of up to six (6) months Customer may transition from old rooms to new rooms where the number of rooms will increase to twenty (20). After the six (6) month transition period, the number of rooms will return to fourteen (14) for the remainder of the Term.

7.3. Assumptions.

<b>Sunrise Surgery (Surgery)</b> - Requires Third Party Required Products (Surgery).
<b>Anesthesia Intra-Op Monitoring (Surgery)</b> - When SIS is remote hosted, Anesthesia IntraOp Monitoring is not supported.
<b>Third Party Required Products (Surgery)</b> - Includes SISgate and Oracle Standard Edition 4 Processor License for Single Use.
<b>Sunrise Acute Care (Acute Care)</b> - Multum is a 3rd party requirement.
<b>Sunrise Acute Care (Acute Care)</b> - Requires eLink Limited Use License - ASILIN1100.
<b>Medical Necessity Checking (Access)</b> - Requires Medical Necessity Checking Content (Patient Financial Manager.)
<b>Sunrise Critical Care (Critical Care)</b> - Requires Device Interfaces.
<b>Device Interfaces - Multi-Device (Critical Care)</b> - Capsule fees included in device pricing.
<b>Device Interfaces - Multi-Device (Critical Care)</b> - HD and concentrator hardware NOT covered in the license fees, they are included in the hardware quote.
<b>Eligibility Verification (Access)</b> - Interface to outside 3rd party. No license fees, only interfacing charges would apply.
<b>Sunrise Patient Financials (Patient Financials)</b> - Customer should review/approve groupers prior to contract signing.
<b>Sunrise Patient Financials (Patient Financials)</b> - HSS Groupers & Pricers are a required 3rd party product.

S. Payment of Fees. The fees specified in this Schedule, shall be paid as follows:

Description	On Amendment Date	60 days after Amendment Date	90 days after Amendment Date	120 days after Amendment Date	180 days after Amendment Date	270 days after Amendment Date	360 days after Amendment Date	First Anniversary of the Amendment Date (Year 2)	After First Anniversary of the Amendment Date (Year 3) until the end of the Term
Eclipsys Software License Fee <sup>1</sup>	\$ 142,957		n/a	n/a	\$ 571,829	\$ 571,829	\$ 1,572,530	n/a	n/a
Third Party Software One Time License Fee <sup>2</sup>	\$ 163,704	\$ 163,704	\$ 327,408	\$ 491,112	\$ 491,112	n/a	n/a	n/a	n/a
Hardware Fee <sup>3</sup>	n/a	n/a		n/a	\$ 306,132	\$ 306,132	n/a	n/a	n/a
Eclipsys Software Annual Support Fee <sup>4</sup>	n/a	n/a	\$ 598,656	n/a	n/a	n/a	n/a	\$ 598,656	\$ 598,656
Third Party Software Annual Fee <sup>5</sup>	n/a	n/a	\$ 329,181	n/a	n/a	n/a	n/a	\$ 396,545	\$ 462,545
Professional Services Fees <sup>6</sup>	n/a	\$ 359,435	n/a	\$ 359,435	\$ 359,435	\$ 539,153	\$ 539,153	\$ 2,156,611	\$ 2,156,611
<b>TOTALS</b>	<b>\$ 306,661</b>	<b>\$ 523,139</b>	<b>\$ 1,255,245</b>	<b>\$ 850,547</b>	<b>\$ 1,728,508</b>	<b>\$ 1,417,114</b>	<b>\$ 2,111,683</b>	<b>\$ 3,151,812</b>	<b>\$ 3,217,812</b>

- Eclipsys Software License Fee is payable on the dates as specified above. Eclipsys Software will be delivered via express carrier (i.e., Federal Express, United Parcel Service, etc.) to Customer, FOB shipping point with delivery confirmed by the carrier.
- Third Party Software One Time License Fee is payable on the dates as specified above. Third Party Software will be delivered via express carrier (i.e., Federal Express, United Parcel Service, etc.) to Customer, FOB shipping point with delivery confirmed by the carrier.
- Hardware Fee is payable as specified above.
- Eclipsys Software Annual Support Fee is payable on the dates specified above. For clarity, the Annual Support Fee begins on Amendment Date, but payment is not due until 90 days after the Amendment Date. Beginning on the first anniversary of the Amendment Date and annually thereafter, for the Term, the specified fee is subject to Annual Adjustment.
- Third Party Software Annual Fee is payable on the dates specified above. Beginning on the first anniversary of the Amendment Date and annually thereafter, for the Term, the specified fee is subject to Annual Adjustment. For clarity, the Annual Support Fee begins on Amendment Date, but payment is not due until 90 days after the Amendment Date. With regards to the SIS Third Party Software, the parties agree that payments will be due on the earlier of (a) Live Operation or (b) the specific estimated dates for the SIS Third Party Software as specified below.

On or before 2 years following the Amendment Date:

ASSURG4110	Anesthesia Intra-Op Documentation (Surgery)
ASSURG4120	Anesthesia Intra-Op Monitoring (Surgery)

ASSURG4130	Anesthesia Pre-Op (Surgery)
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On or before 1 year following the Amendment Date:

ASSURG4240	Surgical Analytics (Surgery)
ASSURG4150	Intra-Op Nurse Charting (Surgery)
ASSURG4160	Post-Op Nurse Charting (Surgery)
ASSURG4180	Pre-Op Nurse Charting (Surgery)

Note: These payments will be due on the 2<sup>nd</sup> and 3<sup>rd</sup> anniversary of the Amendment Date, respectively (since they are annual payments and need to be contemporaneous).

6. Professional Services Fee is payable as follows (a) for amounts falling within the first year, fees are payable on the dates specified above; (b) for amounts falling on the anniversary of the Amendment Date, fees are payable in equal quarterly payments beginning on the first anniversary of the Amendment Date and ending one day before the third anniversary of the Amendment Date. Since fees are based on time and materials, the parties will reconcile the hours used to complete the project on the third anniversary of the Amendment Date. Expenses related to travel and living are not included in the Professional Services Fees total and shall be payable upon invoice by Eclipsys.

**Schedule B – Third Party Software**

1. **Licenses for Third Party Software.** For the related fees in Schedule A, Eclipsys agrees to pass through licenses as customarily provided by the vendor of the Third Party Software, or as specified in Section 5 to Customer. On an ongoing basis, Customer is responsible for any Third Party Software fees.
2. **Implementation Services for Third Party Software.** For the related fees in Schedule A, Eclipsys agrees to provide Customer implementation services for Third Party Software as described in this Amendment. Customer acknowledges and agrees that such Third Party Software implementation services may be provided by the Third Party Software vendor, however Eclipsys agrees to remain responsible for such implementation services.
3. **Support for Third Party Software.** Eclipsys will be the first point of contact for support for Third Party Software through the Eclipsys software support services. Eclipsys will be a liaison between Customer and the Third Party Software vendor to correct the Third Party Software as applicable.
4. **Warranties for Third Party Software.** Subject to Customer's compliance with its obligations related to this Amendment, Eclipsys warrants exclusively, for the Term, that: (a) Eclipsys possesses the right to sublicense Third Party Software to Customer, (b) to the extent permissible, Eclipsys agrees to assign to Customer any warranty made by the vendor of the Third Party Software, and (c) Eclipsys agrees to assist Customer in pursuing warranty rights with the respective Third Party Software vendor, however, Eclipsys does not warrant Third Party Software. **THE WARRANTIES IN THIS SECTION CONSTITUTE THE SOLE WARRANTIES PROVIDED BY ECLIPSYS WITH RESPECT TO THE THIRD PARTY SOFTWARE AND SERVICES PROVIDED PURSUANT TO THIS AMENDMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. ECLIPSYS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFORMATIONAL CONTENT.**
5. **Remedy for Intellectual Property Infringement of Third Party Software.** To the extent permissible, Eclipsys shall assign to Customer all Third Party Software vendors' indemnities against infringement of the Third Party Software upon the intellectual property rights of any other third party. **THE FOREGOING SETS FORTH THE ENTIRE LIABILITY OF ECLIPSYS AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT BY THE THIRD PARTY APPLICATIONS.**
6. **Replacement of Third Party Software.** If deemed necessary by Eclipsys, Eclipsys reserves the right to replace any Third Party Software with reasonably comparable software on substantially similar terms. Any changes in fees resulting from the replacement will be handled through the dispute resolution process described in the Agreement.
7. **Specific Terms and Conditions for Third Party Software.**

Third Party Software Vendor	Specific Terms and Conditions in the specified Exhibit to this Schedule B	Eclipsys Catalog Number	Third Party Software
IISS	Exhibit A	FSPA112000	APC Groupet & ASC Pricer (Patient Financials)
		FSPA112010	ICFA Groupet & Pricer (Patient Financials)
		FSPA112050	ICD-9-CM Mapper (Patient Financials)
		FSPA112220	Medical Necessity Checking - Content (Patient Financials)
Multum	Exhibit B	CSACCA2060	Multum (Acute Care)
Capsule	Exhibit C	CSCRCA4000	Device Interfaces - Multi-Device (Critical Care)

Contract Number \_\_\_\_\_

SIS	Exhibit D	ASSURG4000	Sunrise Surgery (Surgery)
		ASSURG4110	Anesthesia Intra-Op Documentation (Surgery)
		ASSURG4120	Anesthesia Intra-Op Monitoring (Surgery)
		ASSURG4130	Anesthesia Pre-Op (Surgery)
		ASSURG4140	Case Request via Web (Surgery)
		ASSURG4150	Intra-Op Nurse Charting (Surgery)
		ASSURG4160	Post-Op Nurse Charting (Surgery)
		ASSURG4170	Pre-admission Test Scheduling (Surgery)
		ASSURG4180	Pre-Op Nurse Charting (Surgery)
		ASSURG4200	Rules Based Charging (Surgery)
		ASSURG4240	Surgical Analytics (Surgery)
		ASSURG4250	Third Party Required Products (Surgery)
MediQuest	Exhibit E	CSACCA2030	ExitCare (Emergency Care)
Sectra	n/a	ASIMAG4210	Sunrise PACS - Enterprise (Imaging)



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**Exhibit A to Schedule B – HSS Specific Terms and Conditions**

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**HSS SOFTWARE LICENSE ADDENDUM****1. LICENSE**

Subject to the Terms and Conditions of this Exhibit to Attachment 4 (the "Agreement"), HSS hereby grants to Customer (herein referred to as "Licensee") a nonexclusive, nontransferable license to use those HSS' proprietary Licensed Program(s) described in an attachment hereto, in machine-readable form, individually or in combination with Licensee's programs, in the processing of Licensee's data only and not the data of any third party, except as provided in paragraph 3.a., below. Licensee agrees not to remove any and all copyright notice(s) and other legends both in and on every copy of each Licensed Program. In no event will Licensee make available the Licensed Program(s) on a timesharing, rental or any other basis not specifically authorized by this Agreement.

**2. TERMINATION**

Upon termination of this Agreement for any reason, all of Licensee's right and license to use the Licensed Program(s) shall immediately cease and Licensee shall promptly return the Licensed Program(s) to HSS and certify that the Licensed Program(s) have been removed from Licensee's computer systems.

**3. RESTRICTIONS ON USE**

- a. Licensee is expressly prohibited from using the Licensed Program(s) with data belonging to other organizations. In no event will Licensee make available the Licensed Program(s) on a timesharing, rental or any other basis not specifically authorized by this Agreement. Use of the Licensed Program(s) is expressly limited to the Licensee for its internal business purposes.
- b. Licensee is expressly prohibited from making any modifications to the Licensed Program(s) that alter the algorithms or methodology without prior written authorization of HSS. Licensee may not, nor allow a third party to: (i) reverse engineer, decompile or disassemble the Licensed Program(s), except to the extent expressly permitted by applicable law, without HSS' prior written consent; (ii) remove any product identification or proprietary rights notices; (iii) lease, lend, or use the Licensed Program(s) for timesharing or service bureau purposes or to otherwise process data belonging to any third party, including but not limited to Licensee's parent, subsidiaries and/or affiliates; (iv) modify or create derivative works of the Licensed Program(s); (v) publish any performance or benchmark tests or analysis relating to the Licensed Program(s).
- c. Except as described above, Licensee agrees not to provide or otherwise make available the Licensed Program(s) in any form to any person or organization. Licensee shall not directly or indirectly disseminate, circulate, publish, copy, display or permit access to the Licensed Program(s) to any third party, including any software or Licensed Program documentation, in whole or in part. All documentation supplied by HSS shall be used only in connection with the Licensed Program(s).
- d. Except as permitted under this Agreement or the specific instructions that accompany the Licensed Program(s), Licensee shall not use, print, copy, alter, or display the Licensed Program(s) or prepare derivative works based on the Licensed Program(s). Licensee may make copies of the Licensed Program(s) as reasonably necessary for backup and archival purposes. Licensee shall keep records of the location of all Licensed Program(s), including all backup copies made by Licensee, in its facilities and disclose those records to HSS upon request. Licensee shall use its best efforts to ensure that its

employees and other persons properly permitted access to the Licensed Program(s) comply with the restrictions covering the Licensed Program(s) contained in this Agreement.

**4. UPDATES**

During the term of this Agreement, any modifications made by HSS to the Licensed Program(s) which are generally made available to third parties by HSS, shall be furnished to Licensee at no additional cost. For the purpose of this paragraph, the term "modification" shall mean improvements in the Licensed Program(s) which relate to improved operating performance but do not change the basic function of the package. Modifications shall include periodic alterations to maintain compliance of the Licensed Program(s) with the regulatory environment for which it is provided. Modifications shall not include alterations made to the Licensed Program(s) by HSS in the course of consulting or custom programming for others.

**5. OWNERSHIP**

Licensee expressly acknowledges that the Licensed Program(s) and their documentation to be provided under this Agreement by HSS have been developed through the expenditure of substantial time, effort and money and constitute proprietary information and trade secrets of HSS and are the exclusive property of HSS and/or its licensors. Licensee shall cooperate with HSS in protecting the copyrights and other proprietary rights of HSS and/or its licensors regarding all information, software, and documentation provided hereunder.

**6. WARRANTIES AND INDEMNITIES**

- a. HSS warrants that when each copy of the HSS' Licensed Program(s) is delivered to Licensee, it will be in good operating condition, free from defects in material and workmanship, and will perform in accordance with HSS documentation for such product(s) on the date of delivery and for the term of this Agreement under normal usage. HSS does not warrant that such product(s) will meet Licensee's needs or that the operation of such product(s) will be error free. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, HSS PROVIDES THE LICENSED PROGRAM(S) "AS IS" AND MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, TO LICENSEE OR ANY OTHER PERSON WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- b. Licensee shall indemnify and hold HSS harmless from any and all claims, losses, damages, obligations, or liabilities, directly or indirectly caused by or arising from Licensee's use of the Licensed Program(s) by Licensee, its officers, employees, or third parties permitted access to the Licensed Program(s), which does not adhere to the restrictions on use described in this Agreement and/or which does not adhere to the standards, requirements and limitations set forth in HSS documentation for such product(s).
- c. HSS shall defend and indemnify Licensee against all costs, damages, and reasonable attorneys' fees which result from any claim that the Licensed Program(s) when used as provided by this License Agreement does infringe a US patent, copyright or third party rights. This warranty and indemnification is subject to Licensee promptly notifying HSS in writing of any such claim; HSS having the sole control of the defense against such claim; and does not apply to any Licensed Program(s) altered by Licensee or any Licensed Program(s) as used in combination with other materials if infringement would have been avoided by the proper use of Licensed Program(s) or any use not in combination with other materials.
- d. Except for claims based on copyright, patent infringement or third party rights as described in paragraph 6.c. of this Agreement, HSS' sole liability to Licensee relating to the performance or nonperformance of the Licensed Program(s) furnished under this Agreement shall be limited to the fees paid hereunder for the current annual period of the Agreement. In no event shall HSS be liable for any damages caused by Licensee's use of the Licensed Program(s) in violation of this Agreement, or for lost profits or other consequential, incidental or punitive damages even if advised of the possibility of such damages. HSS DISCLAIMS ALL LIABILITY FOR ALL DAMAGES OR COSTS OF ANY KIND ARISING OUT

OF HARDWARE, SOFTWARE, DATA OR OTHER MATERIALS OR SERVICES SUPPLIED BY ANY PARTY OTHER THAN HSS.

7. OTHER MATTERS

- a. This Agreement may not be assigned by Licensee nor may any rights granted under it be assigned, sublicensed, or otherwise transferred by Licensee to others without the prior written consent of HSS. Licensee hereby consents to HSS' participation, sale, assignment, transfer or other disposition, at any time or times hereafter of this Agreement, or any portion hereof, including, without limitation, HSS' rights, title, interests, remedies, powers or duties hereunder.
- b. This Agreement shall be governed by the laws of the State of Connecticut.
- c. Licensee shall be charged for all applicable Federal, state or local taxes which HSS is required to pay as a result of the license, sale, or use of the Licensed Program(s) except those taxes based on HSS' income and property.
- d. HSS will use commercially reasonable efforts, in accordance with standard software industry practice, to ensure that the Software, when delivered to Licensee, shall not contain a computer "virus" or other contaminant, including codes or instructions intended to delete, damage or disable Licensee's computer system ("Malicious Code"). Notwithstanding the foregoing, Licensee acknowledges that HSS Software may contain license keys or other disabling code which may prevent the Software from operating in the event Licensee should default in paying fees owed hereunder. Such disabling code shall not be considered Malicious Code. HSS's sole obligation and liability, and Licensee's sole remedy, for a breach of the foregoing shall be to provide Licensee with a clean copy of the Software that does not contain such Malicious Code.
- e. The terms and conditions included in a Licensee generated Purchase Order shall not affect the terms and conditions contained in this Agreement. Such Purchase Order terms and conditions are expressly subordinate to and are superseded by the terms and conditions in this Agreement.
- f. Licensee expressly agrees to uphold the proprietary rights, to maintain the confidentiality and to prevent the disclosure of any financial and pricing terms or arrangements of this Agreement or of any attachment or amendment thereto.
- g. Upon termination for any reason of the license granted under this Agreement, Licensee shall within ten (10) business days of termination return to HSS the Licensed Program(s) and its documentation, and any and all modifications, upgrades or corrections to the Licensed Program(s) or its documentation, and Licensee shall certify that the Licensed Program(s) and all such modifications, upgrades or corrections have been returned to HSS and removed from Licensee's computer system(s).
- h. HSS and/or its authorized representatives shall upon reasonable notice and in keeping with all laws and regulations concerning confidentiality of patient information have the right to inspect, audit, and/or copy material records of Licensee in order to determine whether the provisions of this Agreement have been met. Licensee shall make any of its personnel and/or any authorized representatives of Licensee available to HSS and/or its authorized representatives to assist HSS in carrying out the provisions of this paragraph. Any and all information and records obtained under the provisions of this paragraph shall be held by HSS in confidence and shall not be disclosed to unauthorized persons unless required to do so by law or legal action. HSS shall also have the right to inspect, audit, and/or copy material records of Licensee, as described above, for six months following the cancellation, termination or expiration of this Agreement.
- i. This Agreement incorporates all of the terms and conditions with respect to the Licensed Program(s) and supersedes all proposals, prior agreements, or other communications, oral or written, between the parties relating to the Licensed Program(s). No usage of trade or industry course of dealing shall be relevant to

explain or supplement any terms expressed in this Agreement. No representation of any kind shall be binding upon either party unless made in writing and signed by a duly authorized representative of the party to be charged.

- i. Each party shall allow the other party to issue a public announcement of this Agreement, subject to review and written approval by the other party, which approval shall not be unreasonably withheld, delayed or denied, not to include specific terms, financial arrangements, or other confidential information.

## 8. AMA TERMS AND CONDITIONS

In the event CPT<sup>®</sup> (as hereinafter defined) and/or CPT Assistant<sup>®</sup> is incorporated into the Licensed Program(s), the following terms and conditions shall apply to the CPT<sup>®</sup> and/or CPT Assistant<sup>®</sup> portions of such Licensed Program(s). Accordingly, a LIMITED LICENSE is hereby granted by HSS and the American Medical Association ("AMA") to Licensee for use of Physicians' Current Procedural Terminology, Fourth Edition ("CPT"), Copyright 2000 American Medical Association, and/or *CPT Assistant* upon the following terms and conditions additional to those in the attached Agreement:

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- b) This LIMITED LICENSE will terminate in the event of default under the attached Software License Agreement or this LIMITED LICENSE.
- c) The LIMITED LICENSE is nontransferable, nonexclusive and for the sole purpose of internal use at Licensee's installation site(s), as delimited in the terms of the attached Software License Agreement, and is licensed for use only within the United States.
- d) Licensee is prohibited from using CPT and/or *CPT Assistant* or information contained therein in any public computer-based information system or public electronic bulletin board. Licensee is prohibited from publishing, translating or transferring possession of CPT and/or *CPT Assistant* or a copy or portion of it. Licensee is prohibited from creating derivative works based on CPT and/or *CPT Assistant* and selling, leasing or licensing it or otherwise making CPT and/or *CPT Assistant* or any portion thereof available to any unauthorized party.
- e) Licensee is prohibited from using CPT and/or *CPT Assistant* to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider.
- f) Licensee may make copies of the Licensed Program(s) containing CPT and/or *CPT Assistant* for back-up or archival purposes only. CPT and/or *CPT Assistant* are copyright by the AMA and all notices or proprietary rights including trademark and copyright in CPT and *CPT Assistant* must appear on all permitted back-up or archival copies of the Licensed Program(s) made by Licensee.
- g) CPT IS PROVIDED "AS IS" AND HSS AND THE AMA MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, TO LICENSEE OR ANY OTHER PERSON WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. The AMA disclaims any and all liability including liability for the sequence, accuracy and completeness of data contained in CPT. The AMA does not warrant that the data contained in CPT will meet Licensee's requirements, or that the use of CPT will be uninterrupted or without error. In no event will the AMA be liable for special, incidental, indirect and/or any consequential damages including lost profits. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT. HSS' and the AMA's entire liability and warranty with respect to CPT is to use reasonable efforts by HSS to correct a defect or furnish a replacement of CPT within a reasonable period of time.

- h) The responsibility for the content of any *National Correct Coding Policy* included in the Licensed Program(s) is with the Centers for Medicare and Medicaid Services and no endorsement by the AMA is intended or should be implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, nonuse or interpretation of information contained in the Licensed Program(s).
- i) The provision of an updated version of CPT in the Licensed Program(s) and/or *CPT Assistant* is dependent upon continuing contractual relations between HSS and the AMA.
- j) If any provision of this LIMITED LICENSE is determined to violate any law or is unenforceable, then, notwithstanding, this LIMITED LICENSE shall remain in full force and effect and such term or provision shall be deemed to be stricken, but only to the extent it is illegal or unenforceable.
- k) The Licensed Program(s) include CPT and/or *CPT Assistant* which are commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois 60610. 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 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 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

## 9. AHA TERMS AND CONDITIONS

In the event Coding Clinic for ICD-9-CM is incorporated into the Licensed Program(s), the following terms and conditions shall apply to the Coding Clinic for ICD-9-CM portions of such Licensed Program(s). Accordingly, a LIMITED LICENSE is hereby granted by HSS and the American Hospital Association ("AHA") to Licensee for use of CODING CLINIC FOR ICD-9-CM ("CODING CLINIC") upon the following terms and conditions additional to those in the attached Agreement:

- a) CODING CLINIC FOR ICD-9-CM is copyrighted by the AHA, Chicago, Illinois, who licenses its use. No portion of CODING CLINIC may be copied without the express written consent of HSS and AHA.
- b) It is understood that AHA did not enter the CODING CLINIC information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and HSS make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including HSS and the Sublicensed Site, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to HSS, its products or services.
- c) AHA and HSS reserve the right to cancel this LIMITED LICENSE if any of its terms are violated by giving Licensee fifteen (15) calendar days notice. In the event of any such cancellation, Licensee shall discontinue use of CODING CLINIC, return CODING CLINIC to HSS, remove CODING CLINIC from all workstations and immediately suspend any new installations of CODING CLINIC. Cancellation of this LIMITED LICENSE for CODING CLINIC does not affect the license granted under the attached Agreement for other Licensed Products.
- d) For purposes of this LIMITED LICENSE and the attached Agreement, "Sublicensed Site" shall mean a health care facility, physician site, or other permitted sites which have entered into a licensing agreement with HSS to use CODING CLINIC or a portion of CODING CLINIC.
- e) Licensee is prohibited at any and all Sublicensed Sites from printing or downloading CODING CLINIC by any user, other than the printing of an entire article from CODING CLINIC on a specific topic without any modification to the article and for internal use only, by the Sublicensed Site as long as the source of the article(s) is printed on the printout(s). Licensee guarantees that the text of CODING CLINIC is and will

remain inaccessible to other programs capable of generating paper printouts of CODING CLINIC (excluding the print screen functionality of Windows software) provided HSS encrypts all files containing source text of CODING CLINIC.

- f) Each Sublicensed Site must sign a Software Licensing Agreement with HSS before access to CODING CLINIC is allowed.

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**Exhibit B to Schedule B – Multum Specific Terms and Conditions**

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**1. Specific Multum License Provisions.**

- 1.1. **Permitted Use.** Eclipsys grants to Customer a valid, non-exclusive, non-transferable License to use the Multum Third Party Software:
- 1.1.1. upon payment of all undisputed, related fees;
  - 1.1.2. exclusively at its Facilities as defined in this Agreement;
  - 1.1.3. solely to process data to from the said facilities belonging to it, and
  - 1.1.4. subject to the provisions of the End User License Agreement below.
- 1.2. **Restrictions on Use.** Except with Eclipsys' written permission, Customer agrees not to:
- 1.2.1. sublicense, export or otherwise transfer the Multum Third Party Software,
  - 1.2.2. provide remote processing or service bureau services utilizing the Multum Third Party Software,
  - 1.2.3. de-compile, disassemble or reverse engineer the Multum Third Party Software,
  - 1.2.4. allow any third party to implement, access or operate the Multum Third Party Software,
  - 1.2.5. remove or permit to be removed from Eclipsys' Proprietary Information or the Multum Third Party Software any proprietary, confidential, or copyright notices, markings, or legends, or
  - 1.2.6. copy the Multum Third Party Software or any related information except for archival purposes or for user manuals which reasonably may be duplicated for Customer's use and marked with the Third Party Vendor's proprietary notices.

**2. Multum End-User License Agreement.**

The **Multum addVantageRx** ("Service") is a service provided to Customer by Multum Information Services, Inc. ("Multum"). The Service and Eclipsys software are separate products provided by separate entities.

Every effort has been made to ensure that the information provided in the Service is accurate, up-to-date, and complete, but no guarantee is made to that effect. In addition, the drug information contained herein may be time sensitive.

The Service does not endorse drugs, diagnose patients, or recommend therapy. The Service is an informational resource designed to assist licensed healthcare practitioners in caring for their patients. Healthcare practitioners should use their professional judgment in using the information provided. The Service is not a substitute for the care provided by licensed healthcare practitioners. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for any given patient.

Multum does not assume any responsibility for any aspect of healthcare administered with the aid of information the Service provides.

**Disclaimer of Warranties**

CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR WARRANTIES WHICH MAY NOT BE DISCLAIMED AS A MATTER OF LAW, MULTUM MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE SERVICE, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY AND COVERS THE DRUG PRODUCTS USED IN PRACTICE IN THE UNITED STATES. MULTUM PROVIDES NO CLINICAL INFORMATION OR CHECKS FOR DRUGS NOT AVAILABLE FOR SALE IN THE UNITED STATES AND CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE SERVICE. MULTUM DOES NOT WARRANT THAT USES OUTSIDE THE UNITED STATES ARE APPROPRIATE.

Customer acknowledges that updates to the Service are provided to Eclipsys, at minimum, on a quarterly basis from

Multum. Multum makes no representations or warranties whatsoever, express or implied, with respect to the compatibility of the Service, or future releases thereof, with any computer hardware or software, nor does Multum represent or warrant the continuity of the features or the facilities provided by or through the Service as between various releases thereof.

Any warranties expressly provided herein do not apply if: (i) Customer alters, mishandles or improperly uses, stores or installs all, or any part, of the Service, (ii) Customer uses, stores or installs the Service on a computer system which fails to meet the specifications provided by Multum, or (iii) the breach of warranty arises out of or in connection with acts or omissions of persons other than Multum.

**Assumption of Risk, Disclaimer of Liability, Indemnity**

CUSTOMER ASSUMES ALL RISK FOR SELECTION AND USE OF THE SERVICE AND CONTENT PROVIDED THEREON. MULTUM SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS (EXCEPT TO THE EXTENT CAUSED DIRECTLY BY MULTUM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) REGARDING CONTENT DELIVERED THROUGH THE SERVICE OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY.

CUSTOMER ACKNOWLEDGES THAT MULTUM: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR CLIENT'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON, (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE SERVICE OR CONTENT PROVIDED THEREON MAY BE USED BY CUSTOMER, (C) UNDERTAKES NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE SERVICE EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND (D) HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY CUSTOMER TO THE SERVICE.

EXCEPT CLAIMS ARISING OUT OF MULTUM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MULTUM SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING BUT NOT LIMITED TO CUSTOMER AND PERSONS TREATED BY OR ON BEHALF OF CUSTOMER) FOR, AND CUSTOMER AGREES TO INDEMNIFY AND HOLD MULTUM HARMLESS FROM ANY CLAIMS, LAWSUITS, PROCEEDINGS, COSTS, ATTORNEYS' FEES, DAMAGES OR OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO (A) CUSTOMER'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON OR ANY HARDWARE FURNISHED IN CONNECTION THEREWITH AND (B) ANY DATA OR INFORMATION INPUT ON THE SERVICE BY END USER, IN ALL CASES INCLUDING BUT NOT LIMITED TO LOSSES FOR TORT, PERSONAL INJURY, MEDICAL MALPRACTICE OR PRODUCT LIABILITY. FURTHER, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL MULTUM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR DOWN TIME, EVEN IF MULTUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION CONTAINED WITHIN THE SERVICE IS INTENDED FOR USE ONLY BY PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS WHO SHOULD RELY ON THEIR CLINICAL DISCRETION AND JUDGMENT IN DIAGNOSIS AND TREATMENT. AS BETWEEN CUSTOMER AND MULTUM, CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR INSURING THE APPROPRIATENESS OF USING AND RELYING UPON THE INFORMATION IN VIEW OF ALL ATTENDANT CIRCUMSTANCES, INDICATIONS, AND CONTRAINDICATIONS.

**Liability of Multum to Customer**

Under no circumstances shall Multum be liable to Customer or any other person for any indirect, exemplary, special or consequential damages arising out of or relating to Customer's use of or inability to use the Service or the content of the Service provided thereon or any hardware furnished in connection therewith. Multum's total liabilities in connection with this Agreement, whether arising under Contract or otherwise, are limited to two times the fees received by Multum under this Agreement specifically relating to Customer's service or product which is the subject of the claim.



**Exhibit C to Schedule B – Capsule Specific Terms and Conditions**

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1. **Products.** The following Capsule modules are included with the Capsule Third Party Software.
  - 1.1. **DataCaptor Solution.**
  
2. **Sublicense.** Sublicensee agrees to use the DataCaptor Solution and DataCaptor Module only for the purposes explicitly authorized by the FDA under FDA 510 (K) Certification number K 013019 set out below in the Indications for Use as in force at the time of the usage under the Sublicensee's Responsibilities below.
  - 2.1. **Indications for Use.** The DataCaptor™ System is indicated for use in data collection and clinical information management either directly or through networks with independent bedside devices. DataCaptor™ is not intended for monitoring purposes, nor is the software intended to control any of the clinical devices (independent bedside devices / information systems) it is connected to.
  - 2.2. **Sublicensee's Responsibilities.** Sublicensee agrees:
    - (a) not to duplicate, alter, modify, correct, translate, adapt or disassemble the DataCaptor Solution,
    - (b) not decompile or reverse engineer the DataCaptor Solution,
    - (c) not to create derivative works of the DataCaptor Solution or to combine with other software without Eclipsys' authorization,
    - (d) not sublicense, export, or otherwise transfer the DataCaptor Solution,
    - (e) not use the DataCaptor Solution in an environment other than as required by Eclipsys,
    - (f) not remove the notices that appear in DataCaptor Solution, and
    - (g) not use the DataCaptor Solution in any manner not expressly authorized in this Attachment.
  
3. **Support.** The Parties agree that Eclipsys will be the first line of support for the DataCaptor Solution and Eclipsys will act as the liaison between sublicensee and Capsule for the support of the DataCaptor Solution.
  
4. **Intellectual Property.** Capsule is the sole owner of all intellectual property rights relating to the DataCaptor Solution and its associated Documentation including, without limitation, all standard enhancements, optional enhancements and derivative works, whether in written or unwritten form, which are developed by or for Capsule.
  
5. **Warranty.**
  - 5.1. **Terms of warranty.**
    - (a) Capsule guarantees that the DataCaptor Solution conforms to its associated Documentation.
    - (b) During the warranty period, Capsule shall provide to Eclipsys for its end-users fixes and patches and work-arounds for software bugs, problems, deficiencies, nonconformities or the like, as and when needed.
  - 5.2. **Disclaimer.**
    - (a) Sublicensee acknowledges that Capsule does not represent or guarantee that the DataCaptor Solution will perform in every operating environment, will have uninterrupted or error free operation or that all errors relative to the DataCaptor Solution will be corrected or correctable.
    - (b) Sublicensee agrees that Capsule does not guarantee that the DataCaptor Solution will operate in combination with all software that Sublicensee may select for use with Eclipsys' solutions, unless such solutions are expressly authorized by Capsule.
    - (c) The Parties agree that Capsule will not guarantee the conformity of sublicensee's use of the DataCaptor Solution with all applicable laws and regulations.
    - (d) In the event that sublicensee does not respect the terms of the Documentation provided by Capsule, the entire risk as to the quality and performance of the DataCaptor Solution is borne by sublicensee without warranty of any kind.
  - 5.3. **Services which are not included in the warranty.** The warranty according to this Attachment does not include installation and integration of the DataCaptor Solution or enhancements to the DataCaptor Solution.
  - 5.4. **Termination of the warranty.** Should sublicensee modify the DataCaptor Solution without prior written consent from Capsule, the Parties agree that the warranty will be automatically terminated.
  
6. **Limitation and Exclusion of Liability.**
  - 6.1. **Limitation of liability.** The Parties agree that in no event the aggregate liability that Capsule may incur in any

action or proceedings shall exceed the total amount of fees actually paid by sublicensee for this License for the one year period preceding the making of the claim. Sublicensee acknowledges that Capsule disclaims and excludes liability for any damages above this amount.

**6.2. Exclusion of liability.**

- (a) Capsule shall have no liability for any claim based on or resulting from sublicensee's use of the DataCaptor Solution in violation of this Attachment and particularly violation of Section 2 of this Attachment; changes to the DataCaptor Solution made by sublicensee; and combination, operation or use of the DataCaptor Solution with third party programs or equipment or data that are not agreed to by Capsule.
- (b) The Parties acknowledge that the DataCaptor Solution is tested and set up so as to not to interfere and cause damage to medical devices. Therefore, Capsule excludes any liability due to damage and important consequences incurred by the DataCaptor Solution in case of connection of the DataCaptor Solution with unsuitable or defective medical devices.
- (c) Sublicensee expressly acknowledges that because of the complex nature of medical variables, Capsule cannot and does not guarantee that the operation of the DataCaptor Solution in particular the medical variables classification set up by the DataCaptor Solution, will be without interruption or error-free.
- (d) Capsule expressly excludes its liability for any disclosure of erroneous values provided by medical devices.
- (e) Capsule expressly excludes its liability for any claims based on the performance of the DataCaptor Solution in relation to the hardware platform or the number of connected devices.
- (f) Sublicensee agrees to defend, at its sole expense, and keep Capsule unaffected by any and all costs, damages and reasonable attorneys' fees relating to any claim resulting from sublicensee's use of the DataCaptor Solution in violation of law or breach of contract, or to any utilization not consistent with the intended usage set forth in Section 2 of this Attachment.
- (g) In no event shall either Party be liable for loss of profits or indirect, special, incidental or consequential damages incurred by the other Party and arising out of or in connection with this Agreement, except for their breach of confidentiality, intellectual property infringement and their gross negligence or willful misconduct.

**7. Network Configuration.** Customer shall assure that each device to be interfaced shall be connected to the network and accessible to DataCaptor™ in a manner which is supported by Eclipsys according to the Eclipsys Supported Device Listing.

**8. Additional Fees.** Customer is aware and accepts that during the implementation a full analysis of connectivity needs will be performed. Such analysis may lead to additional fees under the following conditions:

**8.1. Licenses:** Quoted license fees are based on monitored beds interfaced. Additional fees may be required if the number of monitored beds increases during the implementation of the System or if it is determined that multiple connections are necessary for licenses purchased at a single connection rate.

**8.2. Development.** Customer may be responsible for development fees associated with DataCaptor Device Interfaces and DataCaptor System Interfaces that are not currently supported by Eclipsys according to the Supported Device Listing.

**8.3. Hardware.** Customer may be responsible for additional hardware such as network interface cards, device concentrators or auto detect modules necessary to properly connect devices to the network as determined during the assessment.

**9. Access to System.** Customer shall make DataCaptor™ accessible for audit of license compliance as requested by Eclipsys in advance.

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**Exhibit D to Schedule B – SIS Specific Terms and Conditions**

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1. **Permitted Use.** Eclipsys grants to Customer a non-exclusive, non-transferable, perpetual sublicense to use the SIS Third Party Software exclusively at the Facilities for the Licensed Venues solely to process data from the Facilities belonging to Customer.
2. **Products Warranty.** SIS Third Party Software:
  - 2.1. at all times will process, store, and display correctly all dates after December 31, 1999;
  - 2.2. does not contain any viruses or other disabling devices;
  - 2.3. does not infringe any patent, trademark, copyright, trade secret or other intellectual property right of a third party; and
  - 2.4. will perform at all times in accordance with its Documentation.
3. **Warranty Disclaimer.** Subject to the preceding Warranty, Eclipsys makes no other warranty regarding the SIS Third Party Software. ECLIPSYS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OF A PARTICULAR PURPOSE.
4. **Support Services.**
  - 4.1. **Warranty Repairs.** Through the use of Surgical Information System third party vendor ("SIS"), Eclipsys agrees to conform the SIS Third Party Software to its applicable warranty under this Exhibit.
  - 4.2. **Warranty Coverage.** To the extent necessary to support Customer's users of the SIS Third Party Software, Eclipsys will make available help desk and customer support services as a triage for support as described in the Agreement. Upon Eclipsys' determination that the problem is related to the SIS Third Party Software, Eclipsys will work with Customer and SIS to make Warranty Repairs described in Section 4.1 of this Exhibit.
5. **Customer's Actions.** Customer agrees to:
  - 5.1. notify Eclipsys of performance issues related to this Agreement as soon as reasonably practical,
  - 5.2. upon the detection of any nonconformity with the warranty, provide to Eclipsys such output listings, data, and other assistance upon Eclipsys' request to enable Eclipsys to assist SIS to correct the nonconformity.
  - 5.3. install, maintain, configure, and use the SIS Third Party Software in compliance with the Documentation,
  - 5.4. not de-compile, disassemble or reverse engineer, or otherwise alter the SIS Third Party Software's source, object or other executable code,
  - 5.5. not install or use equipment with the SIS Third Party Software that has not been approved by SIS,
  - 5.6. comply with all third party configuration requirements,
  - 5.7. install the most recent Release within twelve (12) months of general availability,
  - 5.8. upgrade the Platform as necessary to leverage advances in technology and the SIS Third Party Software within twenty-four (24) months of general availability of that Platform,
  - 5.9. provide the additional prerequisites recommended by SIS to install a new release for SIS Third Party Software,
  - 5.10. not sublicense, export or otherwise transfer the SIS Third Party Software,
  - 5.11. not provide remote processing or service bureau services utilizing the SIS Third Party Software,
  - 5.12. not allow any third party to implement, access, or operate any SIS Third Party Software, except with SIS prior written approval,
  - 5.13. not remove or permit to be removed from any SIS product proprietary, confidential, or copyright notices, markings, or legends, and
  - 5.14. not copy any SIS Third Party Software or any related information except for archival purposes or for user manuals which reasonably may be duplicated for Customer's use and marked with SIS's proprietary notices.

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**Exhibit E to Schedule B – MediQuest Specific Terms and Conditions**

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**Terms of Customer Licensing Agreement  
ExitCare® Patient Information System**

This contract is for the licensed use of ExitCare® Patient Discharge Information software and, if additionally licensed, ExitMeds™ Electronic Prescription Writing Software (hereafter generally referred to as ExitCare®). The software itself, and the content and layout it represents, is the exclusive property of MedQuest, LLC, and is protected by the copyright laws of the United States.

If the Customer (herein referred to as Licensee or Sub-licensee) does not agree to the following terms and conditions, then said party may not use this product, and must return same to MedQuest, LLC.

**Terms & Conditions**

**ExitCare® Patient Discharge Information Software, Initial license.** Licensee will receive the use of ExitCare®. This use must comply with the terms of the License Agreement included with the software. Non-compliance with the terms of the License Agreement or with this contract will cause Licensee to be in breach of this contract.

**Updated and Additional Patient Information Software.** There is no charge to Licensee for updated and/or additional ExitCare® content or program elements while Licensee is a paid user in good financial standing with Eclipsys. Such files will be shipped to Licensee (on floppy diskette, CD-ROM, on-line transfer, or other method) free of charge as they become available, generally quarterly. Licensees are encouraged to request desired topics; MedQuest, LLC will exercise best efforts to add requested topics to the ExitCare® system.

**Local Information/Customization.** The cost of preparing locally customized information sheets, or of altering existing patient information sheets, will be determined upon a case-by-case basis, and will be itemized and billed in a separate agreement. Generally, MedQuest, LLC will modify up to twenty documents in English for custom usage at no charge.

**What Licensee Receives.** Licensee receives ExitCare® on a portable disk media (CD-ROM). Each available ExitCare® instruction will include the name of the Licensee's facility, its phone number, and a computer produced photo or logo of the facility (if same is provided to MedQuest), and other customization which can be accommodated by MedQuest. Licensee also receives a printed copy of instructions as to how to routinely access and print the Patient Information files, as well as telephone support regarding it's use.

**Confidentiality.** MedQuest, LLC acknowledges, during the course of performing its obligations hereunder, MedQuest, LLC and its employees, officers, directors or other Licensee approved personnel may become aware of information from Licensee that is not publicly known, including but not limited to: information relating to the identity, condition, history, care or treatment of Licensee's patients; and Licensee personnel information. MedQuest, LLC agrees to ensure that all of MedQuest, LLC's employees, officers, directors or any other personnel who become aware of such information shall treat all such information as strictly confidential. Such information shall not be disclosed to any non-MedQuest, LLC employee or representative or entity without prior written approval of Licensee. The obligation of confidentiality in this paragraph shall apply regardless of whether the subject information was supplied to MedQuest, LLC by Licensee, or whether the information was learned by MedQuest, LLC inadvertently during the course of its performance, or otherwise. The obligation of confidentiality in this paragraph shall survive the termination of this agreement regardless of the method or timing of its termination.



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MedQuest, LLC is a medical information company that licenses the use of the product through personal computer production (printing and/or viewing), to photocopy the printed items, and to distribute the items for patient educational use only. This license is not a sale and with the above privileges includes the following restrictions:

1. **SITE LICENSE CONFERRED.** This software, and the content and layout of the documents it represents, may be used on one or more computers or network workstations within a single hospital, clinic, or private practice setting (hereinafter known as institution, facility or individual). A Hospital is defined as a physical facility or campus that has one geographic location with a single legal name and mailing address. A Physician Practice or Clinic which is a legally and/or physically separate entity from a "Hospital", is defined as an organization that consists of a group of physicians, therapists or others, and operate under the same organizational name.
2. Copies of this product, either on a computer storage facility (e.g., hard disk drive, floppy diskettes, zip drive disks, CD-ROM discs, etc.) or on paper, may be made only for institution's own use or archival (storage) purposes. Paper copies only may be given to patients for educational purposes.
3. Distribution of the product, either through computer files or through printouts of the contents or layouts, to other institutions, facilities or individuals is expressly prohibited, except as required for legal or medical requirements for specific patients.
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ExitCare<sup>®</sup> / ExitMeds<sup>™</sup> Licensing Agreement Addendum

If licensee or sub-licensee licenses the use of the ExitMeds<sup>™</sup> Prescription Writing and Drug Information component of ExitCare<sup>®</sup>, then said party must agree to be bound by the following provision. If the licensee or sub-licensee of this product does not agree to the following terms and conditions, then said party may not use this product, and must return same to MedQuest, LLC.

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Authorized Licensee must initial and date below to acknowledge acceptance of the foregoing provision.

Initials:   *af*   Print Name:   *MARION PASQUET*   Date:   *12/13/07*  

Authorized Representative for:   *CLARK MEMORIAL HOSPITAL*

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Schedule C – Professional Services

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The Parties agree to mutually develop an Implementation Plan within sixty (60) days from Amendment Date or such time as mutually agreed by the Parties. Such Implementation Plan shall become part of this Amendment upon mutual agreement by the parties.

**Schedule D – Equipment**

**1. SCM**

July 19, 2007

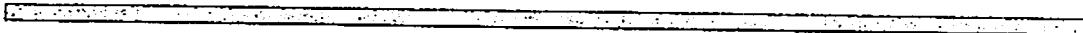
Clark Memorial Hospital

(System Refresh Meeting - On-site requirements)

File Name: JC1020-210-02

Requestor: Jones

Prepared By: Campa



**Summary Hardware and Third Party Software Proposal:**

Budgetary  
Priority:

**SCM 4.5.XA**

(Acute, Ambulatory, Emergency Department, Critical Care, Pharmacy)

Production System Tools:

\$ 126,530

Development System Tools:

\$ 6,833

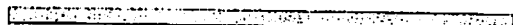
eLink, SMI, System Tools:

\$ 9,507

\*\* Platform Technical Support Fee (Development of Services Outline Below, 3 Year/1 Year Fee)

\$ 1,625

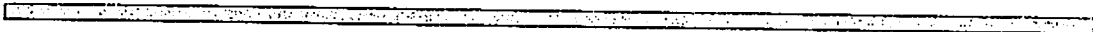
**SCM 4.5.XA Sub Total: \$ 144,595**



Summary Hardware and Third Party Software Proposal: \$ 146,374

Estimated Vendor Shipping Charges: \$1,824

**Total Budgetary Price: \$ 148,198**



**PRODUCTION SYSTEM**

Qty	Description	Part #	Hardware Price	DB Price	OS Price	Misc HW/SW	Total Selling Price
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**Barcode Readers & Printers:**

20	HNP Cordless Barcode Reader - NEW Nw 2070 New Team Res		\$ 28,120				\$ 28,120
20	Zebra 600 Barcode Printer						\$ 28,978

**Disks/Copy (for Device Monitoring, 1 Per Monitored Facility) (Production):**

1	IBM X3850 3.0GHz New Dual Core, 1 Way Processor(s), 1024GB Memory, 144GB Total Storage		\$ 12,257	\$	\$	\$ 1,365	\$ 14,622
1	MS Windows Server Standard Edition - Server License & Software Assurance (3 Year)						\$ 46,810
1	MS Windows Server - CAL & Software Assurance (3 Year)						
1	MS Windows Server 2003 Standard Edition - 32bit						
24	Copyrite Technology DTS 1 Form 364000 grade						
24	Device ID 364000 (to enable)						
11	14FT CDL PAH HCATSF LTP 2145M BKX 554675A						
	IBM Service - Enabled on-site support - parts and labor - 3 years - on call - X2276						
	(This configuration accommodates for 24 total beds, 21 of these beds have multi connection licenses)						

**Prescription Writer For Servers:**

1	IBM X3850 3.0GHz New Dual Core, 1 Way Processor(s), 1024GB Memory, 144GB Total Storage		\$ 12,620	\$	\$	\$ 1,365	\$ 14,985
1	MS Windows Server Standard Edition - Server License & Software Assurance (3 Year)						\$ 7,881
1	MS Windows Server - CAL & Software Assurance (3 Year)						
1	MS Windows Server 2003 Standard Edition - 32bit						
1	Rescue & Repair 2007 - For possible end-user recovery - (CD - 11.4 KB) - 1 year support						
	IBM Service - Enabled on-site support - parts and labor - 3 years - on call - X2276						



**Factory Board(s)**

1	Lenovo ThinkCentre M55s - DT - 1 x Processor D915 - 3.4 GHz - RAM 312 GB - HD 3 x 160 GB - CD RW - DVD - Optical Ethernet - Win XP Pro Standard 5 year 330Pa - Presentation display - TFT - 40" - 16:10 Standard WS-10-4950PS - Monogram L2 (with mouse) for the panel	2	5	12,978	5	12,978
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**Access Manager Document Capture Station (Eclipse - Actual number 1049 1049)**

10	Lenovo ThinkCentre M55s - DT - 1 x Processor D915 - 3.4 GHz - RAM 312 GB - HD 3 x 160 GB - CD RW - DVD - Optical Ethernet - Win XP Pro	2	5	25,358	5	25,358
10	Lenovo ThinkVision L201p - Flat panel display - TFT - 20.1" - 1600 x 1200 / 60 Hz					
10	Fujitsu S 310PC - Standard mouse - Legal - 600 dpi x 600 dpi - USB SCS - 16-Speed USB <i>(This configuration accounted for 250176 scanned pages annually for 3 years)</i>					

**Data Capture (Disks/Software):**

1	IBM 150550 3.6GHz Xeon Dual Core, 1 Way Processor(s), 1024MB Memory, 146GB Total Storage	1	5	4,213	5	4,213
1	MS Windows Server Standard Edition - Server - Lifetime & Software Assurance (2 Years)					
1	MS Windows Server - CAL & Software Assurance (2 Years)					
1	MS Windows Server 2003 Standard Edition - 3 Year					
1	Capable Technology DTS - Post-Industrial grade					
1	Device ID Module (Disks)					
1	Device ID Module (Disks)					
1	IBM Service Pack - Estimated server & processor - parts and labor - 3 years - on site - N3110					

**Rack Component**

1	IBM Eclipse Rack (11U) Flat Panel Display w/ Integrated Keyboard & Mouse, Server Console Switch, Switch Cable, PDU(s)	1	5	9,367	5	9,367
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**Configuration Notes:**

- 1 Pricing is valid for 30 days from the date of this quote and is subject to change.
- 2 Application software is not included in this quote.
- 3 Pricing does not include sales tax or other taxes and fees that may apply. All tax holidays are responsibility of the customer.
- 4 Inquiries, installation, support and other Eclipse services are not shown here as included in this quote can be provided at the Eclipse purchase price.
- 5 Hardware configurations contained within this quote are preliminary to the extent established by a quoted capture and are subject to change. Further statistics and analysis are required to provide a final proposal for the entire enterprise.
- 6 Products are shipped on the basis of availability. Eclipse reserves the right, however, to substitute for an equivalent product when possible to avoid delays in final purchase order shipment.
- 7 Clark Memorial Hospital will provide secure access infrastructure for Eclipse remote support, for supported on a contract check with Eclipse Customer Support.
- 8 Sizing on the server is based on volume (number and number of users) provided by customer. Annual Number of Employees: 10494, Annual Number of Outpatients: 91115, Annual Number of ER Visits: 41000, Annual Number of Ambulatory Visits: 97115, Number of Staffed Beds: 211, Number of Years HW used for: 3, # of Escalators: 1, Total Number of Clinical Encounters: 630, Total Number of Web Pages: 195, Number of Underlying Imaging Workstations: 20, HL7 Transactions per day: 3000
- 9 This system has been designed assuming Clark Memorial Hospital has an existing backup environment that can be scaled to accommodate the above proposal. If Clark Memorial Hospital would like for Eclipse to produce a backup/recovery strategy contact your Eclipse Escalation Representative.
- 10 Configurations assume 100GB full disk capacity by default. Customers with at least 100GB full disk capacity are not restricted.
- 11 Hardware license fee: If the customer elects not to purchase the hardware from Eclipse then the Customer is solely responsible for any part two sales and installation fees.
- 12 No specific warranty or support warranty will be issued if the proposed hardware is not purchased through Eclipse.
- 13 Configurations assume client will utilize existing Microsoft Active Directory Service. If PDC/SDC systems are a new requirement please let your Eclipse Escalation Representative know.
- 14 If hardware is not purchased through Eclipse a configuration fee will apply. This fee will be determined to guarantee detailed specifications and provide a detailed BOM.
- 15 Although this configuration includes device increasing system actual server to a 3 year warranty, adding additional hardware is not shown. This configuration includes the estimated number of server, device requirements and device IDs for the Device ID module. You may need any day.

**Platform Solutions Group Integration Fee Outline**  
(This is a mandatory fee regardless of where the hardware is purchased from)

The Platform Integration fee includes those tasks required to prepare the equipment purchased for the application installation as defined in the implementation project plan for the applications purchased. Such equipment preparation tasks could include some or all of the following, depending upon the applications to be installed:

- Availability of server hardware
- Availability of rack hardware
- Installation of server inserts with KVM (Keyboard/Vide mouse) switching capabilities
- Installation of base operating system and LAN connectivity
- Definition of sizes of disk volumes & RAID stripe sets
- Verify customer is ready to receive hardware
- Provide customer with the contractual requirements for hardware
- Schedule of activities to coordinate with integration and customer schedules
- Create and provide 30-day system configuration documentation
- Coordinate and document vendor hardware warranty activation and contract procedures
- Provide up to 40 hours of hands-on technical training to system customer
- Review documentation, ECLIPSYS and other third party procedures (i.e. hardware manufacturer) and base hardware warranty procedures
- This fee covers server and systems contained on this quote that reside on the customer's Facility and partition servers for load balancing servers

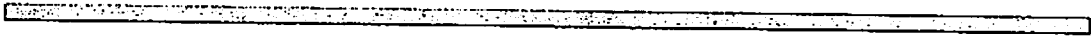
It is important to realize that these services and associated fees are mandatory to insure a correct and successful implementation. In the event customer wishes to provide some of this work themselves they can, however, ECLIPSYS supervision is required in order to be able to provide a supportable environment when complete and do not change the fee structure.

ECLIPSYS staff travel and living expenses are not included in the Platform Integration fee. Travel & living costs incurred in the completion of the Platform Integration Fee activities will be invoiced per the ECLIPSYS standard contract terms, as per the terms of the agreement currently in force between customer and ECLIPSYS.

**2. PACs**

July 19, 2007  
Clark Memorial Hospital

File Name: JC1021-101 07  
Requestor: James  
Prepared By: Camps



**Summary Hardware and Third Party Software Proposals:**

Budgetary  
Totals:

**PACS V10.1**

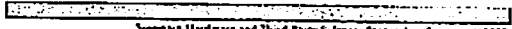
PACS V10.1

\$ 150,000

\*\* Platform Software Integration Fee (Description of Services Outline Below - Mandatory Fee)

\$ 7,500

**PACS V10.1 Sub Total \$ 157,500**



**Summary Hardware and Third Party Software Proposals: \$ 157,500**

*Estimated Standard Shipping Charges:* \$9,500

**Total Budgetary Price: \$ 167,000**

Contract Number \_\_\_\_\_

July 16, 2007

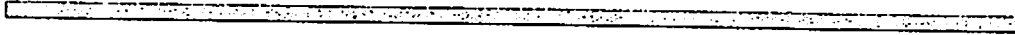
Clark Memorial Hospital

Eclipse PACS v10-2 Bodycopy Hardware Configuration for Clark Memorial Hospital

File Name: JC11252 v1.01

Prepared By: James

Prepared By: Campo



PACS v10-2

Qty Description

Image / Archive Server

3FS, 4-bay / Parallel Cluster

- 2 IBM X3100 3.0GHz Xeon Dual Core, 4 Processors(s), 16GB Memory, 14GB Total Storage
- 2 MS Windows Server Enterprise Edition - Server License & Software Assurance (2 Year)
- 10 MS Windows Server - CAL & Software Assurance (2 Year)
- 2 MS Windows Server - SQL Enterprise Edition - 5-bay
- 4 Microsoft SQL Server Enterprise Edition 2005-2008 Runtime Processor License(s)
- 4 Microsoft SQL Server Enterprise Edition 2005-2008 Runtime - 1M (1 Year)
- IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - N1850

Application / Web Server

- 2 IBM X3100 3.0GHz Xeon Dual Core, 2 Way Processors(s) 2048MB Memory, 14GB Total Storage
- 2 MS Windows Server Standard Edition - Server License & Software Assurance (2 Year)
- 10 MS Windows Server - CAL & Software Assurance (2 Year)
- 2 MS Windows Server - SQL Standard Edition - 5-bay
- IBM ServicePac - Extended service agreement - parts and labor - 3 years - on-site - N1850

Diagnostic Workstation (15")

- 2 IBM ThinkCentre Z730 Xeon Dual Core 3GHz, 2 Way Processors(s), 4GB Memory, 72GB Total Storage, Windows XP Pro
- 2 AC9160P USB 3000SE
- 2 Logitec Mouse 2.1 - Mousephone
- 2 E3 Dual Feed, Color
- 2 3 Year Extended Warranty - Includes Express Replacement Service
- 2 Planar FL1510A1BK 15" Display w/ Integrated Speakers
- 2 IBM ServicePac - Warranty extension - parts and labor - 3 years - on-site

Technology / QA Workstation(s)

- 4 IBM ThinkCentre Z730 Xeon Dual Core 3GHz, 2 Way Processors(s), 2048MB Memory, 14GB Total Storage, Windows XP Pro
- 4 AC9160P USB 3000SE
- 4 Logitec Mouse 2.1 - Mousephone
- 4 Planar FL1510A1BK 15" Display w/ Integrated Speakers
- 4 IBM ServicePac - Warranty extension - parts and labor - 3 years - on-site

Client Workstation(s)

- 1 Lenovo ThinkCentre M52 PM 3.4GHz 1 Way Processor(s) 1GB Memory, 16GB Total Storage, Windows XP Pro
- 1 E1600 560000000 640 PCI - Dual Video
- 1 5IN216 CPU/3.5 HDD/5E
- 1 Logitec Mouse 2.1 - Mousephone
- 1 Planar FL1510A1BK 15" Display w/ Integrated Speakers

Head Component

- 1 20" LED Backlight (15") Flat Panel Display w/ Integrated Keyboard & Mouse, Seven Char'n Switch, Serial Cable, PS2(s)

**Storage Array**

- 1 EMC (NL-HP, System Ruler), 1GB Cache Storage, 61 15GB FC Dr & Space(RAW), System Ruler, 2 x HBA, FC Cables, Support Modern, Next-Gen, PowerPak, HW Warranty 3 Year, 24 x 7x 1 (Precision), Software Maintenance 3 Year

NON CONTRACTUAL FOR BUDGETARY PURPOSES ONLY

**Configuration Notes:**

- 1 Pricing is valid for 30 days from the date of this quote and is subject to change.
- 2 Approvals of this quote is not included in this quote.
- 3 Pricing does not include sales taxes other taxes and fees which may apply. All are the customer's responsibility of the customer.
- 4 Implementation, configuration, support and other Eclipse services on and above that contained in this quote can be purchased at the Eclipse published rate.
- 5 Hardware configurations contained within this quote are preliminary to any site activation by a qualified engineer and are subject to change. Further activities and activities are required to provide a cost proposal for the stated equipment.
- 6 Products are shipped on the basis of availability. Eclipse reserves the right, however, to substitute its own equivalent product when possible to avoid delays in filling purchase order requests.
- 7 Clark Memorial Hospital will provide remote access infrastructure for Eclipse remote support, for supported configurations that include Eclipse Contract Support.
- 8 The systems have been designed assuming Clark Memorial Hospital has a existing backup environment that can be utilized to back up the storage equipment. If Clark Memorial Hospital would like for Eclipse to produce a backup strategy, please contact your Eclipse Inside Sales Representative.
- 9 Configure the minimum 100GB RAID storage capacity in terms of data capacity at least 100GB total disk capacity, to be calculated.
- 10 Platform Integration Fee: If the customer elects not to purchase the hardware from Eclipse then the Customer can only purchase the support as a stand-alone contract from Eclipse.
- 11 No product warranty or response warranty will be issued if the proposed hardware is not purchased through Eclipse.
- 12 Configuration assumes there will be an existing Microsoft's Active Directory Service, if PDC/EDC system are a site requirement please let your Eclipse Inside Sales Representative know.
- 13 If hardware is not purchased through Eclipse a configuration fee will apply. This fee will cover costs incurred to provision detailed specifications and provide a detailed BOM.

**Platform Selection Group Integration Fee Outline**

(This is a mandatory fee regardless of where the hardware is procured from)

The Platform Integration fee includes those tasks required to prepare the equipment purchased for the application installation as defined in the implementation project plan for the applications purchased. Such equipment preparation tasks could include some or all of the following, depending upon the applications to be installed:

- Assembly of server hardware
- Assembly of rack hardware
- Installation of servers in racks with KVM (0 cycle red video monitors) switching components
- Installation of tape operating system and LAN connectivity
- Definition of server disk volumes & RAID configurations
- Verify customer is ready to receive hardware
- Present customer with the necessary initial requirements for hardware
- Schedule of activities to provide vendor support and customer schedule
- Create and provide all initial system configuration documentation
- Create and document a server hardware warranty, list items and contact procedures
- Provide up to 2 hours of hands-on technical training to customer personnel
- Provide documentation, Eclipse and other third party procedures for hardware maintenance and basic hardware operating procedures
- This fee covers access and system equipment in the quote that relate to the hardware.
- Excludes configuration services for third-party services.

It is important to realize that these services and associated fees are mandatory to insure a correct and successful implementation. In the event a customer wishes to provide some of this work themselves they can, however, Eclipse responsibility is required in order to be able to provide a supported environment when complete and their next step to the hardware.

Eclipse installed and bring expenses are not included in the Platform Integration fee. Travel & bring costs located in the completion of the Platform Integration Fee activities will be incurred per the Eclipse standard contract terms, or per the terms of the agreement to be made between customer and Eclipse.

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**Schedule E – Remote Hosting Services**


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- 1 **Remote Hosting Services.** For the remote hosting services provided under a Delivery Order and related fees detailed therein, paid by Customer, Eclipsys will provide to the Facilities specified in a Delivery Order the Remote Hosting Services described in this Schedule E and the following Attachments to this Schedule E for the Delivery Order Term.
  - 1.1. Attachment 1 to Schedule E - Remote Hosting Services
  - 1.2. Attachment 2 to Schedule E - Remote Hosting Fee Schedule
  - 1.3. Attachment 3 to Schedule E - Service Levels
  - 1.4. Attachment 4 to Schedule E - Response Time Service Levels
  - 1.5. Attachment 5 to Schedule E - System Availability Service Levels
  - 1.6. Attachment 6 to Schedule E - Remote Hosting Third Party Software Tools
  - 1.7. Attachment 7 to Schedule E - Database and System Support Services
  - 1.8. Attachment 8 to Schedule E - Wide Area Network (WAN)
  
- 2 **Remote Processed Software.** As used in this Schedule E, Remote Processed Software shall mean the Workflow Modules and Third Party Software specified in a Delivery Order.
  
- 3 **Management.**
  - 3.1 **Eclipsys' Account Manager.** Eclipsys' Account Manager will manage Eclipsys' Remote Hosting Services and serve as Eclipsys' primary contact with Customer (the "*Eclipsys Account Manager*"). During implementation, the TSC will assign a primary point person to coordinate all TSC activities in conjunction with Customer and Eclipsys implementation resources. Post implementation, Eclipsys Customer support will serve as the key point of contact for all issues related to TSC services.
  
  - 3.2 **Customer Liaison Manager.** Customer will assign a Liaison Manager (and alternates) to serve as Customer's primary contact with Eclipsys (the "*Customer Liaison Manager*").
  
- 4 **Eclipsys' Responsibilities.** Eclipsys agrees to:
  - 4.1. provide the Remote Hosting Services in the Attachments to this Schedule E;
  - 4.2. recruit and retain sufficient qualified personnel to meet its obligations hereunder;
  - 4.3. cooperate with Customer for the purpose of regulatory compliance at the Facilities; and
  - 4.4. perform its responsibilities in a timely, good and workmanlike manner.
  
- 5 **Customer Responsibilities.** Customer agrees to:
  - 5.1. pay all Fees in accordance with the applicable Delivery Order, plus applicable taxes, if any;
  - 5.2. pay applicable, additional fees for services performed outside the scope of the applicable Delivery Order (e.g., build an additional test environment), which services and rates shall be mutually agreed upon in writing by both parties;
  - 5.3. review and inspect all monitoring and help desk reports prepared by Eclipsys;
  - 5.4. operate each Remote Processed Software application under a release level that will not conflict with supported release levels of the underlying operating system and database software;
  - 5.5. provide to Eclipsys any and all required electronic files and interfaces (e.g. HL-7 interfaces) in machine readable condition (Customer assumes all risk of loss and expenses of reconstruction of input data, except for loss caused by Eclipsys' error or malfunction of Eclipsys Software or Third Party Software);
  - 5.6. promptly notify Eclipsys of any known processing errors;
  - 5.7. provide at least one Line Printer Daemon (LPD) Print Server, which shall reside on Customer's premises, and manage all print queue management, which must remain compatible with print queue management at the TSC;
  - 5.8. provide all requests for new user identification and password resets in writing (email, fax, letter) from authorized personnel, duly designated by Customer (Such requests will generally be in conjunction with application administrator requirements and management of end user identification and passwords managed from within any application shall be the responsibility of Customer); and
  - 5.9. perform its responsibilities in a timely, good and workmanlike manner.
  
- 6 **Time of Performance.** Eclipsys' time of performance shall be extended by the length of any delay caused by:
  - 6.1. failure of Customer to submit input data needed by Eclipsys for the performance of service hereunder;
  - 6.2. any force majeure event;

6.3. special requests made by Customer or any governmental agency authorized to regulate or supervise Customer; and  
6.4. failure of Customer to provide any equipment, software, or performance required under this Agreement and needed by Eclipsys for performance of services hereunder.

7. **Transition Services.** After notice of termination and for up to eighteen (18) months following the date of termination,
- 7.1. As long as Customer is not in breach of the Agreement and this Amendment and current on all fees in the Agreement, Eclipsys reasonably will assist and cooperate with Customer to facilitate an orderly transition of each remote hosted application to any subsequent data center designated by Customer subject to approval by Eclipsys as part of the Remote Hosting Fee.
- 7.2. Eclipsys will provide Customer an electronic copy on a mutually agreed upon media type of all applications for which Customer has perpetual license rights, all associated data files, and all custom procedures being processed in the TSC in conformance with this Agreement.

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**Attachment 1 to Schedule E – Remote Hosting Service Fees**


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1. **Remote Hosting and Related Fees<sup>1</sup>.** Customer agrees to pay Eclipsys all applicable Remote Hosting Service and related fees detailed in this Amendment, in accordance with Schedule A.
  
2. **Monthly Remote Hosting Fee Adjustments.** The Monthly Remote Hosting Fee shall be adjusted due to increases in any of the following:
  - 2.1. Costs associated with developing or modifying run schedules to comply with Customer's special request which shall mutually agreed upon by both parties,
  - 2.2. Costs to comply with Customer's security standards that are over and above the TSC standards. The TSC deploys standard operating system and database system software security features as well as firewalls on the wide area network. Any additional fees shall mutually agreed upon by both parties,
  - 2.3. Out of pocket costs of cooperating with Customer related to a regulatory audit which shall mutually agreed upon by both parties
  - 2.4. Increases in the Usage Adjustment as set forth below:
    - (a.) Fee Basis. The Monthly Remote Hosting Fee in this Agreement is in part based on the anticipated processing power that Eclipsys is required to make available to satisfy Eclipsys' obligations in this Agreement. The estimates for establishing the required power are based on the characteristics generally needed to support the volume of inpatient discharges and outpatient visits as specified in Schedule A.
  
    - (b.) Organic Growth. Customer may increase the Annual Inpatient Discharge and Annual Outpatient Visit metrics identified above through Organic Growth which shall be defined as growth associated with standard changes in business practices other than growth caused by the addition of an increased planned space due to (i) construction of a new space or facility, (ii) the physical expansion of an existing Facility, or (iii) the addition of a new separate facility by acquisition, or merger.
  
    - (c.) Non-Organic Growth. Should Customer plan to increase the Annual Inpatient Discharge and Annual Outpatient Visits Quantities identified above through means that are not Organic Growth (a "Non-Organic Growth"), the two parties will mutually agree on an appropriate revised fee structure.
  
3. **Fees for Additional Concurrent Users.**
  - 3.1. **Fees for Additional SCM Concurrent Users.** The Monthly Remote Hosting Fee provides for 200 concurrent users in across all environments (production (150) test (15), development (10) and training (25). Monthly Remote Hosting Fees will increase by \$ 727 for each additional twenty five (25) Concurrent Users requested by Customer. Concurrent Users shall be defined as users that are logged in with an active Citrix session.
  - 3.2. **Fees for Additional AM/PFM Concurrent Users.** The Monthly Remote Hosting Fee provides for 55 concurrent users in across all environments. Monthly Remote Hosting Fee will increase by \$690 for each additional twenty-five (25) Concurrent Users requested by Customer. Concurrent Users shall be defined as users that are logged in with an active Cache session.
  - 3.3. **Fees for Additional SIS Concurrent Users.** The Monthly Remote Hosting Fee provides for 40 concurrent users in across all environments. Monthly Remote Hosting Fee will increase by \$ 727 for each additional twenty-five (25) Concurrent Users requested by Customer. Concurrent Users shall be defined as users that are logged in with an active Citrix session.
  
4. **Fees for Storage.** The monthly remote hosting fees provide for data storage for the Initial Term of the Agreement.
  
5. **Communications.**
  - 5.1. Eclipsys will provide two (2) Point to Point T1 Communications Lines and one (1) Point to Point T1 Backup Line. Eclipsys will provide the total required bandwidth (including Backup Line) at no additional cost to Customer to meet the service level commitments in this Agreement. Eclipsys will also provide all associated support for the WAN, defined in Attachment 6. To the extent possible, Eclipsys will deploy the WAN using diverse carriers and diverse central office routing.

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<sup>1</sup> Fees for implementation, other services outside the scope of this Agreement, or prerequisites are additional. Fees are in addition to all other License, Maintenance, and Support fees Customer currently pays to Eclipsys related to previously licensed software.



**Attachment 2 to Schedule E - Remote Hosting Services.**

---

1. **Data Processing Services.** Processing services and operational services for data processing and computer systems that support the Remote Processed Software shall be as follows:
  
2. **Application of New Releases and Application Hot Fixes.**
  - 2.1. At a time and in accordance with mutually agreed change control and authorization procedures, installation of new application release levels and/or application hot fixes to Customer's development, test, training and production environments as applicable.
  
  - 2.2. Any changes to any of Customer's environments to be made by Eclipsys shall be requested by Customer in accordance with the mutually agreed change control and authorization procedures referenced above by personnel duly authorized by Customer to make such a request. Upon execution of the applicable Delivery Order, and thereafter as deemed appropriate by Customer, Customer shall provide Eclipsys with a listing of Authorized Personnel and Eclipsys shall be responsible for using such listing to verify that Authorized Personnel has authorized such change request prior to effectuating any such change.
  
3. **Hardware and Application Environments.**
  - 3.1. **SCM.** Four (4) hardware and application environments: one each for production, development, test and training.
  - 3.2. **AM/PFM** One (1) hardware environment: Application environments shall include production, test and training.
  - 3.3. **SIS Two** (2) hardware environments: Application environments shall include production, test and training.
  - 3.4. **SDSM** One (1) hardware environment for host system and two hardware environments for the Budgeting and Analytics platform. Each platform shall include application environments for production and test.
  
4. **Production Schedules.** Maintenance and execution of the master production job schedules, with prompt and reasonable response to special processing requests and new processing requirements.
  
5. **On-Line and Batch Processing.** Eclipsys will manage schedules for online and batch processing (where applicable) in conjunction with Customer input to achieve the Response Time and System Availability services levels defined in Attachment 2.
  
6. **System Backup** Regularly maintained, up-to-date, documented system and data back-up and recovery procedures. Any changes to backup procedures which will have a visible impact to Customer will be agreed by Customer and documented in writing. These procedures will provide, at a minimum, for:
  - 6.1. Direct Access Storage Device (DASD) allocation, compaction and reorganization.
  - 6.2. Backup and routine recovery procedures so as to minimize impact on scheduled operations.
  - 6.3. Archiving reasonable volumes of inactive user files (if applicable) and restoring files as reasonably requested by Customer.
  - 6.4. Onsite backups of Customer's data as well backups in secure offsite storage.
  
7. **Production Control.** Providing the following production control and quality assurance:
  - 7.1. Update the operation schedules as requested by Customer to reflect changes to the production environment
  - 7.2. Monitor schedule-related incidents and develop and recommend refinements and revisions to the operations schedules.
  
8. **System Management Controls**
  - 8.1. Incident / Problem Management. Subject to service level performance provided in Attachments 4 and 5, Eclipsys support for each application and the underlying infrastructure for which Eclipsys is responsible in the event that the system is not responding within the services levels provided for, Customer Support will be available 24 hours per day, 7 days per week. Customer Support will respond to Customer in conjunction with the support

guidelines identified in the Agreement. The functions to be performed by the Customer Support include the following:

- (a) A problem management process will be supported by Eclipsys to identify, record, track and assist in correcting problems impacting service delivery. Reports will be provided in a manner and frequency as mutually agreed.
- (b) Eclipsys will log unresolved problem calls and immediately assign each call an incident report number in conjunction with the support guidelines identified in the Agreement.

8.2. Capacity Management. Eclipsys will provide capacity management services including but not limited to, CPU, memory, DASD, bandwidth and tape resources.

8.3. Performance Monitoring. Eclipsys will perform monitoring to analyze and attain committed service and performance levels. Eclipsys will provide monthly performance reports for CPU utilization, memory utilization, DASD utilization and bandwidth. Eclipsys will provide monthly monitoring reports identifying concurrent users where applicable.

8.4. Network Management. Data network management and planning services for connection between the data transmission router located at the Facilities and the TSC as defined in Attachment 7.

9. Disaster Recovery. Eclipsys shall provide disaster recovery services by utilizing off site data storage and a recovery site which has the necessary hardware to back-up the TSC. Such Disaster Recovery Services are designed to achieve resumption of on-line services for Clinical Systems within 48 hours of a disaster, and Financial Systems within 72 hours of a disaster, and to sustain and support such on-line services until the problems at the TSC are resolved and the TSC is restored to full operational capability.

9.1. Eclipsys maintains a disaster recovery plan based largely on Eclipsys' DR Overview Document which is attached as Exhibit A to this Attachment 2 to Schedule E and updated by Eclipsys at its sole discretion.

9.2. Eclipsys shall perform two disaster recovery tests per year one of which shall be designated for participation by Customer.

9.3. Upon request, Eclipsys shall provide Customer with written results of each disaster recovery test within 45 days of such test.

10. Printing. Eclipsys shall route all printed output to an LPD Print Server located at the Facilities. Customer is responsible for managing all print queues and assuring that such print queues are equivalently defined and in sync with the print queues defined at the TSC.

Exhibit A of Attachment 2 to Schedule E – Disaster Recovery Overview Document.

Technology Solutions Center  
Disaster Recovery - Customer Overview

## Organizational Overview

### Description

#### *Business Recovery Program Overview*

The Eclipsys Corporation's Technology Solution Center (TSC) Recovery Plans are designed to provide immediate response and subsequent recovery from any disastrous interruption. This document provides an overview of the requirements, strategies and proposed actions necessary to effectively recover the TSC operations following such an event.

#### Purpose

The Technology Solution Center Recovery Plan has been developed to:

- Provide an organized and consolidated approach to managing response and recovery activities following any unplanned incident or interruption, avoiding confusion and reducing exposure to error.
- Recover essential TSC operations in a timely manner, increasing the ability of the Computer Center to recover from a damaging loss to the facility.

This plan introduction provides an overview of who, what, when, where and how. The actual detail of how is contained within the individual Technology Solution Center's Disaster Recovery Plans.

#### Scope

The TSC Recovery Plan is designed to create a state of readiness that will provide an immediate response to any of the following incident scenarios:

- Any incident causing physical damage such as fire, smoke or water damage.
- Any incident which indirectly effects facility access such as storm closure, emergency building evacuation due to bomb threat, or external threat such as a fire to a nearby facility.
- Impending or unexpected regional disaster such as hurricane or impending flood.

#### Technology Solution Center Recovery Organization

The TSC Recovery Organization is comprised of two distinct Teams. The TSC Incident Management Team addresses response and recovery support that will be provided at time of disaster. The TSC Technical Recovery Team is comprised of managers/department heads best suited to execute the recovery plans. This is a centralized approach to ensure that recovery requirements for affected units are met while eliminating confusion and duplication of effort. During the recovery effort, the TSC Management Team will provide direction and support to the TSC Technical Recovery Team.

This concept allows for effective and timely management of all Computer Center recovery activities regardless of the disaster or the magnitude of its effects. A disaster is defined as any interruption which results in the loss of a critical service (power, computing systems, telecommunications, etc.), loss of access to the facility (asbestos contamination, chemical spill, etc.) or loss of the facility (fire, natural disaster, etc.). The recovery organization is depicted in the following graphic:

#### Assumptions

Technology Solution Center Recovery Plans have been developed based upon the following assumptions:

- Only the TSC facility has been disabled by the disruption; all pre-designated alternate sites are unaffected.
- Off-site storage locations for critical backup files and information are intact and accessible.
- Qualified personnel in sufficient quantities are available to perform TSC Recovery responsibilities.
- TSC Recovery is performed in accordance with the procedures that have been set forth within the Disaster Recovery Plan.
- Information backup and rotation practices identified within each TSC detailed Technical Recovery Plan (including paper and electronic media) are performed, and that any exposures identified have been rectified.
- The recovery resource strategies and solutions (e.g., computer replacement solutions) are available, implemented, and successfully tested.
- External Organizations, such as customers, vendors, government agencies, and others will be reasonably cooperative during the TSC Recovery period.
- Detailed plan review, maintenance, and updates are performed on a regular basis to ensure a viable state of readiness.
- TSC Recovery awareness and testing have been implemented.

Incident Management Team Overview

*Recovery Documents*

**Incident Management Team Structure**

Incident management refers to the pre-determined actions that are performed immediately following emergency response procedures (e.g. building evacuation) and before specific response and recovery actions. The TSC Incident Management Team is specifically designated and trained for the purpose of incident management. This section provides an overview of the incident management team process.

**Incident Management Team Structure**

The basic organization structure, called the TSC Incident Management Team (TSCIMT), provides a common coordination and communication focal point for all TSC response and subsequent TSC recovery activities.

**Management Team**

For most incidents, Management's role will be limited to the review and approval of any actions that exceed the pre-planned and pre-approved response and recovery strategies. The TSC Incident Management Team is responsible for making the following information available to the Management Team to assist them in managing day-to-day business:

Incident Management Team responsibilities include:

- Status of emergency response activities
- Description of the incident
- Reporting of injuries and fatalities
- Reporting of areas potentially affected
- Status of the TSC Incident Management Team activities

Executive Management's responsibilities include:

- Reviewing and approving incident recovery strategies
- Directing changes to corporate standards and policies
- Supporting crisis communications

#### Incident Manager

One of the basic foundations of the TSC Incident Management Plan is the role of Incident Manager. Real life experiences confirm the absolute necessity of having individuals capable of coordinating incident response and recovery activities. The Incident Manager's responsibilities include:

- Assess incident situation
- Authorize activation of incident response activities:
  - Damage assessment
  - Communications
  - Personnel issues
- Direct TSC Incident Management Team activity
- Manage incident operations

#### Recovery Coordinator

The TSC has designated a specific person to act in the Recovery Coordinator role. This individual provides the working knowledge of the overall Recovery Plan. During incident management, the Recovery Coordinator is responsible for:

- Gathering and organizing information about the incident and corresponding response and recovery requirements (e.g., producing reports)
- Maintaining and disseminating incident status summary reports
- Assisting the TSCIMT in developing and revising incident objectives and strategies
- Maintaining incident status logs and reporting

#### Logistical Support

Even during a physical disaster, a major responsibility of each manager is the continuity of Eclipsys Corporation's mission. Each manager must, therefore, divide their efforts between the continuation of business for undisturbed areas and the recovery of business for affected areas. Accordingly, a number of teams have been pre-designated to perform the support role to the TSC Incident Management Team by serving as the focal point for such corporate wide activities as:

- Accumulation and consolidation of damage and impact assessment information
- Dissemination of executive decisions and instructions
- Business recovery activities and operational decisions

- Business recovery acquisitions (e.g., alternate facility acquisition, replacement equipment acquisition, etc.)
- Site restoration activities (e.g., special facility or document restoration vendors, engineers, contractors, etc.)

Logistics personnel are responsible for providing support to recovery activities. Depending on the type of incident, some areas will be mobilized immediately, while others will be mobilized as needed. The Incident Manager and Recovery Coordinator will oversee and coordinate the activities of the administrative support organizations listed below.

### IMMEDIATE MOBILIZATION:

#### Facilities

- Perform facility damage assessment
- Acquire replacement office space in the event of a long-term disaster
- Document proof of losses
- Manage salvage and restoration activities

#### Public Relations

- Coordinate customer contact
- Coordinate all media communications
- Review and approve all statements regarding the incident
- Develop both internal and external communications

### MOBILIZED AS NEEDED:

#### Human Resources

- Monitor the condition and location of the injured
- Manage all next-of-kin notification
- Coordinate employee communications
- Coordinate additional or temporary staffing for recovery effort
- Provide access to counseling services based on the needs of personnel and their families
- Administer company personnel policies as they apply to response and recovery

#### Finance

- Ensure fund availability for recovery and business expenses
- Ensure that any recovery expenditures are properly documented with the designated expense account number

#### Legal

- Manage all required regulatory notifications
- Provide legal counsel for response and recovery operations
- Review and approve new contracts acquired as a result of the event occurrence before implementation

#### Purchasing

- Manage all incident related purchasing
- Acquire office supplies, forms and equipment (e.g., copiers, facsimile machines, etc.) for affected business units
- Implement any necessary short-term financial tracking controls, utilizing the designated expense account number

Insurance

- Coordinate with insurance broker on all insurance matters
- Coordinate with insurance broker on the preparation and filing of all insurance claims;
- Document proof of losses
- Submit claims

Recovery Operations

The Incident Management Team will activate the TSC Technical Recovery Team leaders and or Team Members (when applicable), to oversee recovery operations.

Crisis Management Center

The Crisis Management Center is a local or off-premise meeting area from which initial assessment, evaluation, coordination and decision making activities take place. The Crisis Management Center houses the TSC Incident Management Team during the on-going response and recovery.

The TSC Incident Manager, Recovery Coordinator or any member of the Management Team may determine which location will be utilized at time of disaster based on specific incident information and the location(s) affected. The Recovery Coordinator will perform the following:

- Ensure that adequate furniture, fixtures, telephones, office supplies and space are provided to Executive Management and TSCIMT members during response activities.
- Maintain a record of all Crisis Management Center activities including incident status, personnel assignments, meeting minutes, etc.
- Schedule personnel at the Crisis Management Center to ensure that telephone coverage is provided for incoming calls.

Recovery Recommendations

The TSC Incident Management Team will evaluate available strategies for responding to the incident. The resulting Recovery Recommendations summarize the specific strategies and actions selected to address the particular incident. The choice of these strategies may depend upon the amount of damage sustained as a result of the incident and the surviving operational capability.

Based on the incident circumstances and the Recovery Recommendations, support personnel will activate all or portions of their detailed support procedures.

The Recovery Recommendations are developed at the time of the incident. It provides a succinct summary of the specific response actions, recovery strategies, and response assignments selected to deal with the particular incident. The Recovery Recommendation documentation may include:

- Incident Report - developed by the Incident Manager/Recovery Coordinator
- Incident Objectives and Strategy - containing the updated response objectives, strategy and recovery locations



- TSCI/MT Organization Assignment List - identifying the activated Incident Management Teams and key support personnel
- Incident Status Summary - maintains summary status and a copy of the original Incident Briefing Form

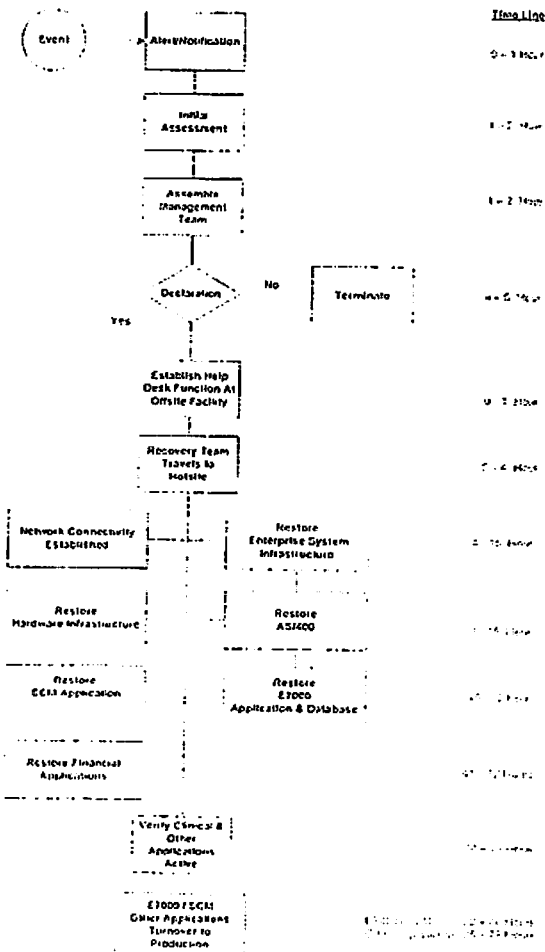
Plan Activation Overview

*Recovery Documents*

**Recovery Plan Activation**

Plan activation procedures document the initial evaluation, decision, and team activation activities performed by the Incident Management Team. The following sections outline the plan activation flow in the event of an incident to the Eclipsys Corporation TSC facility.

**Recovery Flow Chart**



**In the event of an incident affecting the Eclipsys Corporation TSC facility:**

- Existing TSC incident response procedures will be implemented.
- On call personnel will escalate problems to their manager/department head.
- If the incident will impact TSC operations, the manager/department head will notify the Incident Manager/Recovery Coordinator.
- If the incident warrants, the Incident Manager/Recovery Coordinator will notify the Incident Management Team members:
- Assessment of the physical facility and its contents will occur with the following:
  - Incident Manager
  - Facilities Representatives
  - Recovery Coordinator
  - TSC Technical Recovery Team Representatives
- Depending on the extent of damage to the facility and potential impact to TSC functions, a determination will be made to assemble remaining members of the TSC Incident Management Team and alert Executive Management.

If activated, the TSC Incident Management Team will develop Recovery Recommendations based on specific incident circumstances.

- A formal declaration will be made by the Incident Manager/Recovery Coordinator with Executive Management approval to initiate recovery activities:
  - Prepare recovery site(s) for Computer Center Recovery Operations
  - Mobilize affected TSC staff who will utilize the recovery site(s)
  - Ensure TSC Incident Management Team personnel are mobilized to provide the following support during the recovery effort:
    - ⇒ Address customer considerations
    - ⇒ Address personnel requirements
    - ⇒ Address travel needs

**In the event of an incident affecting a critical service (e.g. computing services):**

- The platform leader will make a determination whether members of the Incident Management Team should be notified. This action is dependent on the type of incident and the anticipated outage.
- If the outage duration is beyond 2 hours, the Incident Manager/Recovery Coordinator will notify members of the TSC Incident Management Team.
- Recovery Recommendations will be developed based on the anticipated outage duration and Data Center processes impacted.
- Customer Support will be notified of the outage duration and will notify customers as needed.

- TSC Incident Management Team members will perform procedures, as required, to respond to the service outage.

### Recovery Strategy Overview

#### *Recovery Documents*

#### **Organizational Recovery Strategies**

The TSC's Disaster Recovery Plan is detailed to recover the Eclipsys' Data Center from any unplanned event that affects normal processing. The recovery plan does not address specific disaster scenarios but is designed around recovery strategies which encompass any type of event.

#### **Recovery Strategies**

These strategies and procedures are based upon a general scenario such as total destruction or loss of access to the TSC site, resulting in an extended interruption. In this scenario, the TSC will recover Computer Center functions at an alternate site, as identified in the TSC Management Team Recovery Recommendations.

By developing the TSC Recovery Program in this way, recovery strategies and procedures will be in place to react to any event occurrence. The TSC Incident Management Team will select the specific recovery strategies based on incident circumstances.

#### **Recovery Strategies**

The following broad strategies are to be used to reduce the impact following a catastrophic TSC Computer Center event, if the outage duration is beyond 6 hours. The detailed strategies are identified in the TSC Incident Management Team and TSC detailed Technical Recovery Team Plans.

- 1 If needed the decision to declare a disaster will be made within six hours of notification of an event at the TSC location at Mountain Lakes.
- 2 The Eclipsys' Data Center Infrastructure recovery will be implemented at the alternate location. The infrastructure recovery will include Operating Systems, Subsystem and Telecommunications to support Customer and internal Eclipsys Applications.
- 3 Customer Data will be restored using the following application priority guidelines.
  - Priority One will be Clinical Applications
  - Priority Two will be Customer Financial Applications
  - Priority Three will be Eclipsys' Internal Customer Applications
- 4 TSC Help Desk 800 lines will be routed to Customer Support in Arizona. When the Crisis Management Center is established the phones will be re-routed to the CMC location.

#### **Resource Acquisition**

The alternate location will need installation of additional furniture, equipment, and supplies in order to be useable. Required equipment and supply requirements will be reviewed and approved by the TSC Incident Management Team. Acquisition of all equipment and most supplies will be coordinated centrally by the TSC Incident Management Team.

- Purchasing - office supplies/furniture and equipment (copiers, fax machines)
- TSC - personal computers, printers, LAN equipment and telephones

**Data and Documentation Retrieval**

Each TSC team is individually responsible for identifying and protecting all records vital to successful Computer Center recovery. The TSC Incident Management Team will aid the TSC teams in this during the recovery process. At time of recovery, TSC teams will request retrieval of off-site records directly from the TSC Incident Management Team.

Recovery Plan Administration Overview

***Recovery Documents***

**Plan Administration Strategies**

This section overviews the ongoing administrative activities required to keep the recovery plan up to date and recovery personnel ready to respond to an incident. Specific plan preparedness responsibilities are contained within the corresponding Business Team Recovery Plans.

**Plan Maintenance**

The Comprehensive TSC Disaster Recovery Plan is only as valid as the information it contains. To ensure that the plan can be used effectively in an emergency, it must be accurate and complete. It is therefore imperative that the plan be periodically reviewed and updated. Accordingly, each manager/department head is responsible for the identification of all modifications and enhancements which may be required to continually and accurately reflect their TSC team's recovery responsibilities and procedures.

When changes to the recovery plan need to be performed, the responsible manager/department head will document the identified changes to their corresponding plan. All working disaster recovery plans are located on the TSC documentation system. The Recovery Coordinator will ensure backup plans in the form of hard copy or CD will be available at the offsite storage facility.

**Plan Distribution**

The Eclipsys Corporation TSC Disaster Recovery Plan is available to authorized personnel to assist in the definition and understanding of responsibilities and procedures related to a business disruption which has been caused by a physically disastrous event.

**Attachment 3 to Schedule E – Service Levels.**

1. **General.** This Attachment 2 describes the Service Level Agreement (the "SLA") between Customer and Eclipsys for Production Environments and outlines the service level performance objectives and the methods of measurement and reporting of these service levels.

2. **Service Failure Escalation Resolution Procedure.** For any issue requiring escalation relating to response time, system availability, Data Center services, or any other service levels provided in this Attachment the parties agree to resolve the issue by engaging in good faith negotiations between progressively more senior representatives of each party as follows:

2.1. **Critical Issues:**

<i>Level</i>	<i>Negotiating Parties</i>	<i>Maximum Duration Prior to Escalation</i>
1	Customer's ITS Department Representative and Eclipsys Help Desk	30 mins.
2	Customer's ITS Department Representative and Eclipsys' Director of Customer Support	2 hrs.
3	Customer's Chief Information Officer and Eclipsys' Vice President of ITSC Operations	4 hrs.
4	Customer's Chief Information Officer and Eclipsys' Executive Vice President of Services	12 hrs.
5	Customer's Chief Operating Officer and Eclipsys Chief Executive Officer	18 hrs.

3. **Service Level Conditions.** The service levels are subject to the following conditions:

- 3.1. No application software other than the Remote Processed Software can operate or reside on the configuration during the measurement period
- 3.2. No system software other than that required to run the Remote Processed Software can operate or reside on the configuration during the measurement period,
- 3.3. Measurement must be limited to actual business loads and operational conditions as have been experienced over the previous 30 days.

4. **Time Exclusions.** All service level requirements set forth above shall be suspended when the Remote Processed Software is inoperable or unavailable due to the following:

- 4.1. mutually agreed upon scheduled downtime,
- 4.2. regularly scheduled downtime to be performed on the third calendar Sunday of each month between the hours of 2:00 a.m. and 5:00 am of Customer's time zone. Customer will be notified one week in advance regarding exceptions to the regularly scheduled downtime.
- 4.3. those periods of time when Eclipsys is given an Alert by an operating system vendor to install a patch for a virus for which the time of application shall be mutually agreed to by both parties.
- 4.4. those periods of time when the Remote Processed Software is inoperable (unavailable) due to outages or failures of equipment and/or software unrelated to the Remote Processed Software operating at Customer's site including but not limited hardware, Customer's third-party software (including, but not limited to, operating system software), Customer's data communications facilities or network;
- 4.5. those periods of time when Customer and/or Eclipsys are loading a new Release in the production environment if it is agreed in writing between Customer and Eclipsys that the new Release cannot be installed during regularly scheduled downtime; and
- 4.6. any Force Majeure conditions or during an Eclipsys declared disaster

5. **Customer Responsibilities.** Customer agrees to assist Eclipsys by:

- 5.1. notifying Eclipsys of any anticipated changes in volume of online users or transactions that may affect a change in system performance
- 5.2. communicating any service delivery deficiencies.
- 5.3. participating in the resolution of any service delivery deficiencies as set forth herein;
- 5.4. notifying Eclipsys of any known hardware or software changes to Customer's network that may impact Eclipsys' communication to Customer's network; and

6. **Scheduling Of Normal and Special Requests.** Changes to any Master Processing Schedule maintained by Eclipsys require a minimum of twenty-four (24) hours notice if requested and pre-approved by Customer, Eclipsys may be

relieved of other performance requirements to accommodate such special processing requests. Eclipsys shall use its reasonable best efforts to provide such special processing request(s).

7. **Changes and Modifications.** Customer or Eclipsys may request a review of the SLA, for the purpose of discussing modifications to this Attachment, at any time by notifying the other party. Changes to the SLA shall require review and approval by both Eclipsys and Customer.

**Attachment 4 to Schedule E – Response Time Service Levels**

**Response Time Service Levels.** The response time service levels provided by Eclipsys are exclusively limited to the following:

1. Eclipsys will provide the response times, stated in the Exhibits during the provision of Remote Hosting Services for the Remote Processed Software as long as the software is used in accordance with the applicable Documentation of such Remote Processed Software and within the volumes stated in the Delivery Order.

2. Remote Processed Software will respond as warranted subject to "Service Level Conditions" and "Time Exclusions" contained herein.

3. All responses are in seconds.

4. Response Time Remedies

4.1. Customer shall, within 48 hours notify Eclipsys of any condition wherein response time, under normal system use by Customer exceeds the criteria defined for two (2) or more hours per day for any three (3) of five (5) days.

4.2. If the response times, not related to Application software, exceed the criteria defined above by more than 125% but less than 200%, Eclipsys shall have thirty (30) days from the day of notification in which to cure such deficiency. If the deficiency is not cured within thirty (30) days, Customer shall be entitled from that day forward to a credit as defined below on the next monthly Remote Hosting Fee invoice until the deficiency is cured.

(a) SCM	\$ 1,000 per day
(b) AM/PFM	\$ 750 per day
(c) SIS	\$ 500 per day
(d) SDSM	\$ 500 per day

4.3. If the response times, not related to Application software, exceed the criteria defined above by more than 200%, Eclipsys shall have fifteen (15) days from the day of notification in which to cure such deficiency. If the deficiency is not cured within fifteen (15) days, Customer shall be entitled from that day forward to a credit as defined below on the next monthly Remote Hosting Fee invoice until the deficiency is cured.

(a) SCM	\$ 2,000 per day
(b) AM/PFM	\$ 1,500 per day
(c) SIS	\$ 1,000 per day
(d) SDSM	\$ 1,000 per day

4.4. In no event shall the cumulative credit above as an aggregate with the credit specified in Section 3 of Attachment 5 to this Schedule E exceed 100% of the Monthly Remote Hosting Fee. If the deficiencies above, not related to Application software, are not cured with thirty (30) days, then Customer has the right to immediately invoke its right to arbitration as defined in the Agreement.

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**Exhibit 1 to Attachment 4 of Schedule E – Response Time Warranty**

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1. **System Response Time.** Eclipsys warrants that the current release and future releases of each application operating at Eclipsys' Technology Solutions Center will enable users on average to complete computerized activities within the define times below 95% or better over the Measurement Period. These measures do not include imprecise queries nor complex transactions or queries that are significantly abnormal from routine utilization of the system in clinical practice.
2. **Customer Customizations.** Customer understands that certain software installation tools available may allow Customer to customize displays, queries, reports, and other functions in a manner that may impact response times. As part of Eclipsys' training, Eclipsys will recommend technically and functionally reasonable configuration options to optimize performance. Customer agrees to implement these recommendations provided that such recommendations do not adversely impair the clinical workflows reasonably required by Customer. Certain features that are not present in Customer's present tools and processes may be disabled during response time testing to permit an accurate comparison of the end-to-end time necessary to complete designated activities.
3. **Response Time Measurement.** Tests will be performed using the recommended network configuration according to mutually agreed acceptance test procedures ("Test Procedures"). Response Time (defined below) measurement periods exclude Customer network latency, scheduled downtime, telecommunications problems or failures, equipment problems or failures, delays caused by Customer operator error, or any cause beyond Eclipsys' reasonable control. No non application queries will be allowed to run against either the active or repository data stores during any Measurement Period. In addition all interface engine and ancillary systems must be in normal operation with no interface backload present. Customer remains responsible for the installation and maintenance of the Customer workstations according to Eclipsys' specifications. The workstations used for performance tests will be configured in accordance with the then current Eclipsys documentation.
4. **Response Time** shall mean the time duration beginning from the triggering of the enter/function key, or pointing device operation on a defined icon or display object, and ending when cursor control is returned to the user to select another operation.
5. **Escalation of Response Time Issues.** Before the escalation of any response time issue, Customer shall provide to Eclipsys the actual test response times and other data reasonably required by Eclipsys to replicate and diagnose the issue. To the extent necessary to resolve a Response Time problem, Eclipsys agrees to deliver to Customer a fix, patch or similar out of cycle release to remedy such problem that is caused by the Software. Customer acknowledges that Eclipsys software is highly configurable and alternative causes of Response Time underperformance may result from the configuration, implementation and workflow decisions made by Customer. Eclipsys will advise Customer when a selected configuration is known by Eclipsys to cause Response Time problems that adversely impact adoption and use of the system. Customer and Eclipsys will detail any performance issues in a timely fashion after discovery.
6. **Performance Specifications.** The response time requirements are summarized in the following tables. Subject to the warranty and licensing conditions in this Agreement, Customer shall accept the software and make any related payments to Eclipsys, unless (1) the software fails to perform in accordance with the requirements below, (2) such failure adversely impacts adoption and utilization of the system, or (3) the patient safety and clinical workflow enhancements do not outweigh the slower response time of a specific task. As part of the implementation process, Eclipsys and Customer will mutually agree upon installation, customization, workflow and other implementation options to enable the system to meet the requirements.
7. **Other Conditions.** The following conditions will be applicable as it relates to Response Time Warranty measurement
  - 7.1. Response times are valid for the allowable number of concurrent users defined in this Amendment
  - 7.2. Response times are valid for the transactional volumes as defined in this Amendment
  - 7.3. No batch processing be will be active
  - 7.4. No batch interface request may be operating at the same time or higher priority
  - 7.5. No backup procedures may be operating



## Exhibit 1A to Attachment 4 of Schedule E – SCM

Item	Transaction	Requirements	Comments
1	Single Demographic Data Element Added/Modified	1 sec	
2	Login screen appear after URI.	2 sec	
3	User Login (for system recognition and acceptance of user only, excludes time for patient list/results review/orders display and other configurable elements)	2 sec	Time from enter key on previous screen to cursor control on user screen
4	Moving from 1 screen to another with same patient (provided filters/rules/alerts are not auto-firing)	2 sec	Minimum 5 items, not to exceed the average number of items for that type of element by more than 25%
5	New patient selection from master active patient list per quadrant of data	1 sec	Summary to summary, not to exceed the average number of items for that type of element by more than 25%
6	Result trends same episode (grid view)	1 sec for graphing 2 sec for display of results	No matter time range, not to exceed the average number of items for that type of element by more than 25%
7	Results - 1 <sup>st</sup> 40 results	2 sec	
8	Results - subsequent 40 results	2 sec	
9	Pick lists – first 20 items	1 sec	
10	Single order	2 sec	No alerts

**Exhibit 1B to Attachment 4 of Schedule E – PFM**

Item	Transaction	Requirements	Comments
1	Field to Field Navigation without Data Retrieval	1.5 sec	
2	Application Screen Changes without Data Retrieval	4 sec	

**Exhibit 1C to Attachment 4 of Schedule E – SIS**

Item	Transaction	Requirements	Comments
1	Day Change	3 sec	Time it takes to move one day to the next within the application. Assumes conflict check on population is turned off, 10 rooms per room set and (8) 1 hour scheduled increments
2	Room Set Change	5 sec	Time it takes to change to a different room set in the scheduling module. Assumes 10 rooms per room set and (8) 1 hour scheduled increments
3	Record Sign Off	2 sec	Time it takes from end of checking required fields to display the sign off dialog. This includes closing all open events. This does not include the time it takes to select the category to use to sign off if the person is mapped to multiple eligible categories.
4	Procedure Card Populate	2 sec	The time it takes to populate the Procedure Card choices on the case details dialog.
5	Add Material	2 sec	The time it takes to populate the materials tab on the case details dialog.

Exhibit 1D to Attachment 4 of Schedule E – SDSM

Item	Transaction	Requirements	Comments
1	Basic Screen Flips for Which No Data Calculations are Performed	1 sec	

**Attachment 5 of Schedule E – System Availability Service Levels**

1. **System Availability Service Levels.** Eclipsys' goal is to provide 100% availability (includes Wide Area Network Availability) less scheduled downtime. Excluding the Monthly Scheduled Maintenance, Eclipsys will work to provide a 99.7 system availability measured monthly as an average uptime during scheduled hours less mutually agreed upon maintenance during the month.

2. **Monthly Unscheduled Downtime – the first occurrence within any year.** On an annual basis, upon the first occurrence per application in which there is monthly unscheduled downtime (including unscheduled downtime associated with the Monthly Scheduled Maintenance), Eclipsys shall not be penalized for such monthly unscheduled downtime.

3. **Monthly Unscheduled Downtime – after first occurrence per application within any year.** If monthly unscheduled downtime occurs in any month following the first month of the year as described above, Customer shall, upon request be entitled to credits identified below:

3.1 SCM	\$ 1,500
3.2 AM/PFM	\$ 750
3.3 SIS	\$ 500
3.4 SRM	\$ 500

3.5. In addition, Customer shall be entitled to an additional credit of \$500 per application for each one-tenth percent that the system availability falls below 99.7% for the applicable application. In no event shall the cumulative credit above as an aggregate with the credit specified in Section 4 of Attachment 4 to this Schedule E exceed 100% of the monthly remote hosting fee.

4. **Calculation of System Availability.** System Availability will be defined as maintaining availability to the production system including excluding schedule monthly maintenance to be performed on the third calendar Sunday of each month (other than those months in which a time change occurs) between the hours of 2:00 a.m. and 5:00 a.m. of the Customer's time zone. The percentage of System Availability is calculated by dividing the number of minutes of System Availability achieved by the number of minutes of System Availability scheduled to be available each month.

4.1. Possible Minutes (PM) is the total number of minutes in any month.

4.2. Scheduled Outages (SO) is the number of minutes of scheduled outages as described in "Time Exclusions".

4.3. Unscheduled Outages (UO) is the number of minutes of unscheduled outages.

4.4. Special Exception (SE) is the number of hours of downtime as a result of project exceptions contingent on prior approval by Customer.

$$\% \text{ Availability} = 100 \times \frac{\text{PM} - \text{SO} - \text{SE} - \text{UO}}{\text{PM} - \text{SO} - \text{SE}}$$

4.5. **Example:**

<i>Total Minutes Available per month</i>	43,200	(PM)
Scheduled Preventative Maintenance (minutes)	180	(SO)
Scheduled System Availability (minutes)	43,020	(PM - SO)
Unscheduled downtime per month (minutes)	129	(UO)
Actual System Availability Achieved (minutes)	42,891	[(PM-SO) - UO]
Percent System Available per month	99.7%	[(PM-SO)-UO] / (PM-SO)

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**Attachment 6 to Schedule E - Remote Hosting Third Party Software**

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1. **Provided by Eclipsys.** Eclipsys shall provide, at its sole cost and expense, the following third party software for the Remote Hosting Services:

- 1.1. Citrix Desktop Software or Equivalent
- 1.2. Microsoft Operating System Software
- 1.3. Microsoft Database System Software
- 1.4. IBM Unix Operating System Software
- 1.5. Oracle Database System Software
- 1.6. Cache Database System Software
- 1.7. Pro Clarity Business Intelligence Software

2. **Replacement Software.** Eclipsys reserves the right to replace any Remote Hosting Third Party Software at no cost to Customer with reasonably comparable software having the same or better capabilities on substantially similar terms, so long as there is no effect on Customer's day-to-day operations. In the event the replacement software affects, or is suspected by Eclipsys to affect, Customer's day-to-day operations, Eclipsys shall promptly notify Customer of Eclipsys' desire to replace such Third Party Software and solicit Customer's consent to such replacement, which consent shall not be unreasonably withheld or delayed.

3. **New Software.** At Customer's request, additional third party software may be added as Remote Hosted Third Party Software, subject to applicable additional fees and the terms and conditions of this Agreement.

**Attachment 7 to Schedule E - Database and System Support Services**

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Eclipsys shall provide the Database and System Support Services at the times frames indicated in each Exhibit to Attachment 4 of this Schedule E:

<u>Software Solution</u>	<u>Exhibit to this Attachment 4 of Schedule E</u>
(a.) Sunrise Clinical Manager	Exhibit 1A
(b.) Access Manager/Patient Financial Manager	Exhibit 1B
(c.) Surgical Information System	Exhibit 1C
(d.) SDSM	Exhibit 1D

**Exhibit 1A to Attachment 7 of Schedule E – Database and System Support Services – SCM**

TASK	FREQUENCY
Monitor Windows NT Event Viewer	At least once daily
SQL Server and SQL Executive error logs	At least once daily
Execution history of scheduled tasks	At least once daily
HL7 services (via Log Viewer)	At least once daily
Reporting services log files	At least once daily
Database Consistency Checker (DBCC) logs (if applicable)	At least once daily
Replication (if applicable)	At least once daily
Monitor database space availability	At least once daily
Monitor system utilization and performance	At least once daily
Monitor disk space	At least once daily
Develop backup and restore procedure	As needed
Review daily backup	At least once daily
Check/adjust system parameters	At least once daily
Audit versions of installed software	Monthly
Apply software updates	As needed
Maintain software release level	As needed
Install maintenance releases	As needed
System Reboots	Monthly/As needed
Identify need for Hardware Service Call	As needed



Exhibit 1B to Attachment 7 of Schedule B – Database and System Support Services – AM/PPM

TASK	FREQUENCY
Check hardware event logs	Daily
Check system clock	Daily
Check print queues	Daily
Monitor CPU utilization	Three times daily
Monitor memory utilization	Three times daily
Monitor I/O utilization	Three times daily
Monitor disk space utilization	Three times daily
File System Thresholds	Three times daily
Cache Namespaces	Three times daily
User and Application defined directories	Three times daily
Database Management	Daily
Verify Task Monitor is running	Daily
Check for dead processes	Daily
Verify last backup	Daily
Verify last integrity check	Daily
Verify interfaces running	Three times daily
Monitor journal space	Three times daily
Monitor error trap	Three times daily
Review disk space projection report	Weekly
Install OS and cache patches	As needed
Reboot system	Monthly

**Exhibit 1C to Attachment 7 of Schedule E – Database and System Support Services – SIS**

ITEM	DESCRIPTION	FREQUENCY	MODIFIES DATABASE
1	Retrieve Database logs & review	Weekly	
2	Check drive space and growth	Monthly	
3	Review backup logs	Weekly	
4	Manage archive logs	Weekly	
5	Check extents	Weekly	
6	View chaining in tables	Monthly	
7	New version deployment	As needed	YES
8	Manage log files	As needed	
9	De-fragment table spaces	As needed	YES
10	Rebuild indexes	As needed	YES
11	Rewrite storage clauses for all objects	As needed	YES
12	Rewrite storage clauses for all objects	As needed	YES
13	Export – Drop – Import	As needed	YES
13	Apply Oracle Database patches/upgrades	As needed	YES

**Exhibit ID to Attachment 7 of Schedule E – Database and System Support Services – SDSM**

AS400 TASKS	FREQUENCY
Monitor Disk Space	Daily
Review System History Log	Daily
Review QSYSOPR Message Queue	Daily
Monitor TCP/IP Connectivity	Daily
Monitor Performance	Weekly
Monitor Printers and Print Queues	Daily
Monitor UPC/UPS	Daily
Dispatch Hardware Service	Daily
Perform System Backup	Daily
Maintain Operating System Level	Monthly
Maintain Maintenance Release Level	Monthly
System IPL (Reboot)	Weekly
Status Reports	Quarterly
Check System Time	Weekly
Install Hiper IBM OS/400 PTF's	As required
Install Cumulative IBM OS/400 PTF's	As required
Monitor CPU Utilization	Daily
Monitor Disk Access	Daily
Adjust System Values	As needed
Monitor Database Growth	Monthly

BUDGET AND ANALYTICS TASKS	FREQUENCY
Monitor Disk Space	Daily
Monitor TCP/IP Connectivity	Daily
Monitor Performance	Daily
Monitor UPC/UPS	Daily
Perform System Backup	Daily
Maintain Operating System Level	As Required
SDSM Service Packs	As Required
SDSM Release Level	As Required
System IPL (Reboot)	Monthly
Check System Time	Weekly
Install Microsoft Security Patches	As required
Monitor CPU Utilization	Daily
Monitor Database Growth	Monthly

**Attachment 8 to Schedule E - Wide Area Network (WAN)**

Eclipsys shall provide an enhanced WAN infrastructure that supports the integration and migration of existing and planned network applications while providing optimal performance, fault tolerance and security. The Eclipsys Technology Solutions Center (TSC) maintains an enhanced Remote Processing WAN environment that incorporates fault tolerant Cisco enterprise routers, high availability Firewalls, and extensive network management and performance monitoring platforms. These components are all configured to provide reliable, secure connections to the Customer.

**Wide Area Network Installation and Deployment**

Eclipsys will coordinate in a timely manner, the provisioning and installation of T1 primary and backup communication circuits in addition to the installation and configuration of the Cisco routers installed on the Customer's premises. The configuration of all necessary TSC hardware resources including the redundant Cisco routers, Firewalls, Network Management, and Network Performance Monitor are included.

Eclipsys pre-configures each remote Cisco router based in part on information provided by the Customer and standard TSC WAN requirements.

Once the TSC network routers and appropriate Firewall configurations have been validated and the remote routers have been installed on Customer's premises, Eclipsys will perform connectivity testing in coordination with Customer Network Support personnel to ensure correct automated operation of the primary WAN and back-up communication links.

LOCATION	PRIMARY ROUTER	BACKUP ROUTER	PRIMARY AND BACKUP CIRCUITS
Data Center	1 - 2811	1 - 2811XM	2 - Point-to-point T1 lines Primary 1 - Point-to-point T1 line Backup

**WAN Project Implementation**

In order to perform the infrastructure upgrade several items must be addressed and completed in a systematic and timely manner. The following table details the associated responsibilities:

TASK	COMPLETED BY:
Project Kickoff Meeting/ Conference-call	Customer / Eclipsys
Identify Customer network address and protocol requirements	Customer / Eclipsys
Provision Point-to-point or Frame-relay T1 and ISDN backup circuits	Eclipsys
Identify Customer premise circuit DEMARC location(s)	Customer
Identify adequate equipment mounting space, power provisions and network connections on Customer premises	Customer
Provision analog dial-up circuits for remote Customer routers	Customer
Network hardware receipt	Eclipsys
Remote router staging and TSC resource configuration	Eclipsys
Staged router delivery and receipt	Eclipsys/ Customer
Remote router installation	Eclipsys
Customer firewall configuration (if applicable)	Customer
Connectivity testing	Eclipsys/ Customer

**Customer's Network Environment**

Customer is responsible for initiating any necessary configuration changes to the Customer's network required for proper Remote Processing WAN operation. Eclipsys can assist Customer with determining the scope of the required changes.

Large IDNs (Integrated Delivery Networks) supporting multiple Hospital facilities via a centralized Data Center, should maintain a robust WAN that ensures adequate available bandwidth to support the additional traffic needs associated with those systems hosted at the TSC. Actual bandwidth requirements will vary based on the number of concurrent end-users per site. Eclipsys also recommends that sustained traffic levels on any given WAN connection not exceed 75% of the total circuit bandwidth, and that peak levels should not routinely exceed 90% of the total circuit bandwidth.

**Wide Area Network Support**

The Remote Processing WAN environment is supported under Eclipsys' standard management architecture. Eclipsys monitors communications from the TSC to the LAN interface located on each Eclipsys supported remote router installed on the Customer's premises. Two tools are employed to facilitate this effort and provide proactive problem notification and circuit utilization monitoring. The Lucent Technologies Vitalnet Network Monitoring Server and WhatsUp WAN management platform located at the TSC will provide network alert notification of the Eclipsys Remote Processing WAN circuits and associated routers. The Lucent Technologies VitalNet Network Performance Monitoring Server also provides automated performance statistics and reports concerning all aspects of WAN operation.

Under this Work Plan, the Customer is provided with 24 x 7 Helpdesk access for problem reporting and 8 x 5 access for configuration change requests. Eclipsys provides the following services:

- Eclipsys will notify the Customer of Remote Processing WAN circuit or hardware failures.
- Eclipsys provides automated monthly circuit performance and availability reports.
- Eclipsys provisions Cisco Premium On-site hardware and software support for all Cisco routers located on the Customer's premises. This support provides 24 x 7 coverage of all trouble calls with a four-hour on-site response time provided through Cisco Systems. Eclipsys facilitates the coordination of all trouble calls and software upgrades for covered devices.
- Eclipsys maintains full responsibility for router support and configuration of the Remote Processing Routers provided under this Work Plan.
- Eclipsys will correct all network communications issues and failures associated with the Wide Area Network provided under this Work Plan, between and including the TSC, to the LAN interface on the Primary and Backup remote router(s) serving the Customer's network.
- **Diverse Router Placement, Same Subnet** - When the Backup remote router is placed in a different physical location than the Primary remote router, Eclipsys will monitor the interconnected remote router interfaces to ensure connectivity between the Primary and Backup remote routers. The Customer is responsible for providing an isolated private Lan segment ( VLAN ) to support the interconnection between the primary and back-up routers.
  - Eclipsys will verify that the LAN interfaces on the Primary and Backup routers are configured properly, and that no hardware errors are posted on them. If errors or hardware faults are identified, the Eclipsys Network Services team will resolve them.
  - Eclipsys will verify the integrity of the interconnected remote router interfaces. If a failed interface cannot be re-enabled, the Customer will be responsible for ensuring the integrity of the "virtual" physical path and initiating a resolution.