

GATEWAY LICENSE AGREEMENT

This Gateway License Agreement (together with its Exhibits and Attachments, the “Agreement”) is made as of the latest of the dates below (the “Effective Date”), by and between Appriss Inc., a Delaware corporation with offices at 9901 Linn Station Road, Suite 500, Louisville, Kentucky 40223, and _____, a _____ corporation with offices at _____ (the “Licensee”).

Licensee and Appriss agree as follows:

1. DEFINITIONS.

“**Affiliate**” means any entity that directly, or indirectly, is controlled by, is under common control with, or controls, a party. “Control” means the ownership of or exercise of voting control or direction over shares, securities or other voting instruments of such entity carrying fifty percent (50%) or more of the unrestricted voting rights, or ownership or exercise of other rights or powers entitling the holder thereof to direct, cause the direction of, or to manage the business of such entity.

“**Analytics**” means information and analysis services provided by Appriss via the Gateway Service or other designated transmission service based, in whole or in part, on the PMP Data or other information. For clarity, Analytics does not include the PMP Data itself.

“**Authorized Entities**” means Licensee or appropriate Licensee Employees who do not provide patient care but who meet all applicable Requirements and who properly authenticate to the applicable PMP, as required, to facilitate the provision of PMP Data to Authorized Users, or perform administrative or technical functions in connection with the Gateway Service or PMP Data, all in accordance with the terms of this Agreement, the Requirements, and applicable law.

“**Authorized Users**” means pharmacists or health care practitioners within Licensee’s organization or health care entities that have a member or client relationship with Licensee, which is described in a valid agreement between such practitioners or entities and Licensee, and that, in accordance with the terms of this Agreement:

1. Comply with applicable Requirements;
2. Are validly licensed;
3. Are validly authorized by the Licensee to access PMP Data in accordance with applicable law;
4. Are authorized by their current patient, as applicable, to access or use PMP Data;
5. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law; and
6. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

“**Confidential Information**” means non-public information including, without limitation, the terms, conditions and pricing under this Agreement. Confidential Information of Appriss includes, without limitation, the Gateway Service, all software provided with or utilized by the Gateway Service, the Analytics, and all algorithms, methods, techniques and processes related thereto. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient from a

third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by the recipient without reliance in any way on the Confidential Information; (e) under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as Exhibit A; or (e) is not protected health information, as defined herein, but is defined under applicable law as personal data or personally identifiable information or the like, such as an individual's name and the corresponding social security number, driver's license number, or financial account number, in which case the receiving party agrees to securely maintain such personal data during the term of this Agreement and following its termination if such data is permitted to be retained, to not use or disclose such personal data except as permitted under the terms of this Agreement or as specifically authorized by the individual about whom such data pertains, and to comply with laws applicable to such personal data including but not limited to breach notification and disposal requirements.

“Documentation” means the user, installation, technical, and training publications delivered by Appriss as available in conjunction with the Gateway Service.

“Employee” means an employee of each party, including contractors engaged to augment staff and/or perform duties traditionally performed by employees under such party's direct supervision.

“Gateway Service” means the Gateway application programming interface (API), which is a data communication service that is owned by Appriss and, in conjunction with Third Party Material(s), facilitates the transmission of requests for, and retrieval of, controlled substance prescription related Services Information, including, as applicable, PMP Data from participating PMPs and/or certain Analytics as specified in Exhibit A, for Authorized Users. The Gateway Service includes Third Party Material(s) that Appriss utilizes in connection with providing the Gateway Service.

“Home State PMP” means the PMP of the state in which the Authorized Entity or the Authorized User is physically located.

“NABP” means the National Association of Boards of Pharmacy.

“Order Form” means the document executed by both parties by which Licensee orders Gateway Service and Service Information provided by Appriss. The Order Form is attached to and incorporated into this Agreement as Exhibit A.

“PMP” or “PMPs” means one or more state prescription monitoring programs that collect prescription drug dispensing information from entities such as pharmacies and permit users who meet applicable state-designated requirements to access such information.

“PMP Data” means any data maintained by PMPs, including but not limited to, prescription history information.

“Requirements” means applicable laws and/or rules established, from time to time, by a state related to its PMP including, but not limited to, PMP access or permitted use(s) of PMP Data, by the federal government, and/or rules issued by Appriss related to the Gateway Service. “Requirements” may relate to one or more state PMPs, as the context requires.

“Service Information” means data that is input, transmitted, or output via the Gateway Service, including but not limited to user data, search criteria, PMP Data, and Analytics reports, and any other controlled substance prescription related data provided by Appriss.

“Third-Party Material(s)” means any information, services, software, or goods provided, manufactured or created by a party other than Appriss and that Appriss licenses or utilizes with permission.

2. LICENSE AND USE RESTRICTIONS.

2.1 **License Grant.** Subject to the terms, conditions and restrictions set forth in this Agreement, Appriss grants to Licensee a limited, non-exclusive, non-transferable license to use the Gateway Service solely for internal use by Licensee and its Authorized Entities or Authorized Users. Any rights not expressly granted in this Agreement are expressly reserved. Use of the Gateway Service or Service Information constitutes the Licensee’s agreement to be bound by the terms of this Agreement. Licensee shall only use the Service Information to assist an Authorized Entity or Authorized User in his or her professional health care decision-making with respect to a specific patient encounter at the site(s), if any, listed in Exhibit A; provided, however, that Licensee agrees and acknowledges that under no circumstance shall the Service Information replace an Authorized Entity’s or Authorized User’s professional judgment.

2.2 **Restrictions.** Except as otherwise expressly set forth in Exhibit A, Licensee shall not, nor permit any third party to, directly or indirectly: (a) reverse engineer, disassemble, or decompile the Gateway Service or any portion thereof; (b) sublicense, rent, lease or otherwise transfer the Gateway Service, or any portion thereof; (c) use the Gateway Service for any third-party use including, but not limited to, training of third parties, facilities management, time-sharing, service bureau use, or data processing; (d) publish any results of benchmark tests run on the Gateway Service; (e) attempt to circumvent or render inoperative any usage restriction features contained in the Gateway Service; (f) remove, obscure, alter, or move Appriss’ and its licensors’ proprietary notices or other notices on the Gateway Service or Documentation; or (g) to modify or alter any scores, reports, or information provided via Analytics products.

2.3 **State Determinations.** Licensee acknowledges that each state determines whether Authorized Entities or Authorized Users may access or utilize the state’s PMP Data through the Gateway Service. Licensee agrees to provide the required information, affirmations, and agreements to Appriss and/or the applicable state(s) so that the state(s) may make such determinations. Appriss may provide any information it receives under this Section 2.3 to the applicable state(s). Further, the authorization granted by Appriss when directed by a state PMP to enable Authorized Entities or Authorized Users to access or use the Gateway Service or Service Information does not constitute an endorsement by Appriss or its licensors of such Entities or Users, or the services or products provided by such Entities or Users including, but not limited to, medical services, pharmacy services, or quality of care.

2.4 **Access and Use Policies.** Licensee will maintain and enforce policies and procedures to limit access and use of the Gateway Service and Service Information as follows:

- (i) Only Authorized Entities or Authorized Users may access or use the Gateway Service;
- (ii) Authorized Entities may only access or use the Gateway Service and Service Information in accordance with the terms and conditions of this Agreement;
- (iii) Authorized Users may only access or use the Gateway Service and patient-related Service Information in accordance with the terms and conditions of this Agreement;

- (iv) Licensee shall provide proper training to its Authorized Entities and Authorized Users on accessing and using the Gateway Service and Service Information;
- (v) Licensee shall ensure that Gateway Service and Service Information, and its systems used in connection therewith, are accessed and used in a secure manner in accordance with applicable law and the terms of this Agreement; and
- (vi) Copies of said policies and procedures shall be provided upon request of a state or Appriss.

2.5 Use of Service Information. Licensee shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Service Information to build or enhance its own database or for any other purpose except to fulfill any applicable legal requirements in connection with a patient medical record or as permitted under this Agreement; or (b) copy or otherwise reproduce the Service Information.

2.6 Credentialing and Validation. Licensee shall ensure that its credentialing and identity validation processes adhere to all applicable state and federal laws and rules and Requirements for credentialing and validation of the pharmacists or health care practitioners, their delegates, and entities or users who seek to access or use the Gateway Service or Service Information, and Employees and contractors who do not provide patient care but who seek to access or use the Gateway Service. If state law prohibits health care practitioners' delegates from accessing the PMP or PMP Data, then the credentialing and identity validation processes of Licensee must prevent delegates from accessing the Gateway Service and Service Information.

2.7 Responsibility for Use. Licensee shall be responsible if use of or access to the Gateway Service is improper or illegal or otherwise does not conform to the terms of this Agreement. Appriss is not responsible for any access or use of the Gateway Service or Service Information by Licensee, Authorized Entities, Authorized Users, or any of Licensee's users, pharmacists, practitioners, Employees, patients, affiliates, agents or contractors, or any state employees, agents, affiliates, or contractors.

2.8 Processes. Licensee is responsible for adopting and enforcing reasonable processes designed to confirm Authorized Entities, Authorized Users, and others comply with applicable law and Requirements to access, use, and maintain the security of the Gateway Service and Service Information. Licensee shall be responsible for its and its Employees', staff's, contractors', and affiliates' compliance with the terms of this Agreement.

2.9 Complaints. Licensee agrees to promptly investigate all complaints and claims that a Licensee Employee, agent, contractor, or affiliate failed to comply with laws or rules applicable to Service Information or failed to comply with any Requirement for access or use of the Gateway Service or Service Information. Licensee agrees to promptly report the results of its investigation to Appriss, its Home State PMP, and any requesting state.

2.10 Investigations. Licensee is responsible for investigating all complaints and claims that an Authorized User or Authorized Entity failed to comply with laws or rules applicable to the Gateway Service or Service Information or any Requirement for access or use of Service Information. Licensee acknowledges that states may have the authority to investigate, take action, sanction, or discipline those who improperly access or use the Gateway Service or Service Information, including but not limited to Authorized Entities or Authorized Users. Licensee agrees to promptly report the results of its investigation to Appriss, its Home State PMP, and any requesting state.

2.11 Point of Contact. Licensee is responsible for designating a contact person(s) to assist Appriss or a state if there are questions about use of the Gateway Service.

2.12 Compliance with Law. Licensee is responsible for compliance with all local, state, and federal laws and rules applicable to PMP Data, personally identifiable information, and health information organizations including, but not limited to, confidentiality, security, registration and licensure requirements.

2.13 Notification of Termination by PMP. Licensee agrees to notify Appriss within five days of a state terminating Licensee's, access to a PMP, or any Authorized Entities' or Authorized Users' access to a PMP, to the extent that Licensee has knowledge of it. Failure to so notify Appriss is considered a material breach of this Agreement. Licensee warrants that it is not currently under formal investigation, indictment, or prosecution, and has not been convicted, disciplined, or sanctioned over the last five years by any governmental entity or self-regulation program for violation of any government statutes, rules, or regulations under or related to health care, drugs, or criminal acts. Licensee agrees to inform Appriss and the state PMPs if it becomes the subject of an investigation, indictment, prosecution, conviction, or disciplinary or sanction order, within 10 days of learning of such investigation, indictment, prosecution, conviction, or order.

2.14 Certificate of Authority. Upon Appriss or state request, Licensee agrees to provide a copy of its state-issued certificate of authority to operate as a Licensee, whether temporary or full, if Licensee is required to obtain such a certificate or authorization. If such a certificate is not yet available, Licensee agrees to provide a copy of its application upon request.

2.15 Conduct. Licensee shall not, and shall ensure Licensee Employees, agents, contractors, affiliates, Authorized Entities, and Authorized Users do not engage in unlawful, objectionable, or malicious conduct or activities related to the Gateway Service, the Gateway Service servers, or Service Information including, but not limited to, the transmission or distribution of viruses, computer worms, Trojan horses, malicious code, denial of service attacks, unsolicited commercial e-mail, or the like; the unauthorized entry to any other machine accessible via the Gateway Service; the unauthorized submission or transmission of data or material protected by a proprietary right of a third party; or the submission of otherwise objectionable information, material, or communications.

2.16 Documentation. Licensee shall comply with all requirements specified in the Documentation concerning access to the Service Information and use or display of Service Information.

2.17 Certification. On Appriss' request, but not more than once per year, Licensee shall furnish Appriss with a signed certification verifying that Licensee's use of the Gateway Service is in accordance with the terms and conditions of this Agreement.

3. *PAYMENT.

3.1 Fees. Licensee shall pay to Appriss the fees set forth in Exhibit A. Unless otherwise provided in Exhibit A, all fees are due upon the Effective Date, and are payable to Appriss within thirty (30) days of the date set forth on each invoice issued by Appriss without set-off, deduction or other withholding. The fees set forth in Exhibit A are non-cancelable and non-refundable. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (a) 1.5% per month; or (b) the maximum amount allowed by applicable law. Licensee agrees to pay to Appriss all

reasonable costs and expenses of collection, including reasonable attorneys' fees and court costs, incurred by Appriss to collect payments due. If any invoice is not paid when due, Appriss may upon five (5) days prior written notice disable Licensee's ability to use the Gateway Service until payment is made in full. Appriss shall have to right to increase the Fees set forth in Exhibit A in its sole discretion.

3.2 Taxes. Licensee is liable for any and all sales, use, excise, value added, GST (goods and services tax), customs fees, or other similar taxes to be paid by either party in connection with this Agreement, including withholding taxes arising from international transactions Appriss must pay. If Licensee is exempt from the payment of any such taxes, Licensee must provide Appriss with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such taxes to the applicable taxing authority, Appriss will invoice Licensee for and Licensee will pay to Appriss all such taxes. Subject to the foregoing, Appriss shall be solely responsible for all taxes based on its income.

*This Section shall become enforceable if OHLC ceases to provide funding of Gateway for Licensee, at which time, a new Order Form shall be signed with fees agreed to by Appriss and Licensee.

4. PROPRIETARY RIGHTS.

4.1 Ownership. "Appriss Property" means all of the following: (i) the Gateway Service, the Analytics, and the Documentation related thereto (but excluding the PMP Data); (ii) any deliverables and/or work product developed while providing the Gateway Service or the Analytics; and (iii) enhancements, modifications or derivative works to the Gateway Service, the Documentation, or the Analytics. Subject only to the licenses expressly granted in this Agreement, as between Appriss and Licensee, Appriss shall be the sole owner of all intellectual property rights in and to the Appriss Property, regardless of whether perfected or recognized under applicable law. Third-Party Materials, including any enhancements, modifications, or derivative works, are and shall remain the exclusive property of Appriss' suppliers or licensors. Appriss may utilize all ideas, suggestions and feedback, or the like that Licensee provides to Appriss or otherwise makes with respect to the Appriss Property without any obligation to Licensee. To the extent that Licensee has or later obtains any intellectual property rights in and to the Appriss Property, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, Licensee hereby disclaims such rights, and assigns and transfers such rights exclusively to Appriss, and agrees to provide reasonable assistance to Appriss to give effect to such assignment and to protect, enforce and maintain such rights.

4.2 Protection of Confidential Information. Each party may furnish the other party with Confidential Information. Neither party shall (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party; or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this Agreement, or otherwise authorized in writing by the other party. Each party will limit the disclosure of the other party's Confidential Information, to Affiliates and Employees with a need-to-know and who have been advised of and have agreed in writing to maintain the confidential nature thereof, or third party consultants with a need-to-know and who have been contractually obligated to maintain such confidentiality through signature of a written nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement; provided, however, that Licensee will obtain Appriss' prior written consent before disclosing any Appriss Confidential Information to any third party. Each party shall provide the other party with copies of any such nondisclosure agreements upon written request. Each party shall be liable for any breach by any Employee, Affiliate, or third party consultant of the confidentiality obligations contained herein.

4.3 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent possible; and (c) make such disclosure only to the extent so required.

4.4 Return of Information. With the exception of data submitted to the Gateway Service by users, Internet Protocol addresses, and other user-related information, which Appriss will securely retain for System administration and legal purposes following termination of the Agreement, upon termination of this Agreement, the receiving party agrees to promptly deliver to the disclosing party, in a secure and confidential manner, all written materials that are derived from, contain, or reflect any and all Confidential Information (including all copies and reproductions). The disclosing party may elect to authorize receiving party to destroy such written materials, and/or any electronic materials containing Confidential Information, in a secure and confidential manner, in which case the receiving party agrees to provide written confirmation to the disclosing party of its compliance herein.

4.5 De-Identified Data. Upon a reasonable request by Appriss, Licensee agrees to provide aggregated or de-identified data, as defined by the Health Insurance Portability and Accountability Act and its rules, in connection with Licensee or one or more Authorized Users' use of the Gateway Service or Service Information, to the extent such data is tracked or collected by Licensee, in order for Appriss to provide such information to a state, enhance its services, and/or for Appriss' and/or NABP's use for research purposes. For example, Licensee may provide data regarding the number of patients who visited an Authorized User, such as a hospital, practice, prescriber, and/or pharmacy, whose PMP Data was accessed through the Gateway Service, whether Licensee requires prescribers or dispensers to access the Gateway Service, and/or whether a controlled substance prescription was issued or dispensed to such patients.

5. DISCLAIMER OF WARRANTIES.

APPRISS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GATEWAY SERVICE OR THE SERVICE INFORMATION, OR ANY SUPPORT OR OTHER SERVICES PROVIDED BY APPRISS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND APPRISS EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. APPRISS DOES NOT WARRANT THAT: (a) THE GATEWAY SERVICE WILL OPERATE UNINTERRUPTED; (b) ALL GATEWAY SERVICE ERRORS CAN BE CORRECTED; (c) THE GATEWAY SERVICE MEETS ALL OF LICENSEE'S BUSINESS REQUIREMENTS; OR (d) THE PMP DATA OR ANALYTICS ARE COMPLETE, ACCURATE OR ERROR-FREE. LICENSEE ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE GATEWAY SERVICE FOR ITS REQUIREMENTS. LICENSEE ACKNOWLEDGES AND AGREES THAT PMP DATA IS PROVIDED BY THE PMPs. NEITHER APPRISS NOR ITS LICENSORS SHALL HAVE ANY LIABILITY IN THE EVENT THAT A PMP DENIES LICENSEE'S REQUEST TO ACCESS PMP DATA OR REVOKES LICENSEE'S ACCESS TO PMP DATA, OR IF PMP DATA IS UNAVAILABLE FOR ANY REASON. LICENSEE ACCEPTS THE PMP DATA AND ANY PRESCRIPTION HISTORY SERVICES BASED ON THE PMP DATA ON AN "AS IS" "AS AVAILABLE" BASIS.

6. INDEMNIFICATION

6.1 Indemnification by Licensee. Licensee shall indemnify and defend Appriss and NABP, and each of their respective officers, directors, employees, members, contractors, parents, subsidiaries, and affiliates, (the “Appriss Parties”) against any third party claim, including costs and reasonable attorneys’ fees, in which any of the Appriss Parties are named as a result of: (a) the exercise or practice of any right granted hereunder; (b) the breach of any material term or condition of this Agreement by Licensee, Licensee employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (c) any access or use of the Gateway Service or Service Information by Licensee, any user of Licensee, Licensee Employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (d) any medical services, products or medication offered or sold by Licensee, Licensee Employees, agents, contractors, or affiliates, Authorized Entities, or Authorized Users; (e) any act or omission of negligence or willful misconduct of Licensee or its affiliates; or (f) violations of applicable law or the Requirements by Licensee, Authorized Entities, or Authorized Users, in connection with the performance of this Agreement, including access or use of PMP Data.

6.2 Indemnification by Appriss. Appriss shall indemnify and defend Licensee against any claim brought against Licensee by third parties alleging the use of the Gateway Service: (a) infringes a patent, copyright or trademark registered to the extent Licensee’s use of the Gateway Service is consistent with the terms herein; or (b) misappropriates any third party trade secret (collectively, an “Infringement Claim”); provided that (i) Licensee gives Appriss prompt notification in writing of any such Infringement Claim and reasonable assistance, at Appriss’ expense, in the defense of such Infringement Claim; and (ii) Appriss has the sole authority to defend or settle such Infringement Claim as long as such settlement shall not include a financial obligation on Licensee. If an Infringement Claim is or, in Appriss’ reasonable belief, is likely to be asserted, (a) Appriss may require Licensee to discontinue use of the applicable Gateway Service immediately; and (b) Appriss will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the Gateway Service; (ii) modify the Gateway Service to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by Appriss in its sole discretion, terminate this Agreement or any Order Form, in whole or in part, and pay to Licensee a pro rata refund of any unearned, prepaid fees for the Gateway Service covering the period of time remaining Term of the license during which Licensee was, as a result of Appriss’ termination, unable to use the Gateway Service (“Unearned Fees”). THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF APPRISS TO LICENSEE, AND ARE LICENSEE’S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

7. LIMITATIONS OF LIABILITY.

7.1 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; (b) BREACH OF APPRISS INTELLECTUAL PROPERTY RIGHTS; (c) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (d) THE PARTIES’ INDEMNIFICATION OBLIGATIONS; OR (e) VIOLATIONS OF APPLICABLE LAW OR THE REQUIREMENTS, NEITHER PARTY SHALL BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; (b) BREACH OF APPRISS INTELLECTUAL PROPERTY RIGHTS; (c) GROSS NEGLIGENCE OR

WILLFUL MISCONDUCT; (d) THE PARTIES' INDEMNIFICATION OBLIGATIONS; OR (e) VIOLATIONS OF APPLICABLE LAW OR THE REQUIREMENTS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY LICENSEE UNDER THIS AGREEMENT.

7.3 EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT APPRISS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. NOTWITHSTANDING THE FOREGOING, SECTIONS 8.1 AND 8.2 SHALL NOT APPLY TO LIABILITIES THAT CANNOT BE LIMITED BY LAW.

8. TERM AND TERMINATION.

8.1 Term. Licensee's license to use the Gateway Service will commence on the Effective Date and shall remain in effect for the service term set forth in Exhibit A (the "Initial Term"). Thereafter, Licensee's license to use the Gateway Service shall automatically renew for successive one (1) year terms (each, a "Renewal Period"), unless notice of non-renewal is given by either party no less than ninety (90) days before the expiration of the Initial Period or then-current Renewal Period. The Initial Term together with all applicable Renewal Periods shall be the "Term."

8.2 Termination. In addition to any other remedy available to Appriss under this Agreement, either party may terminate this Agreement if the other party commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching party. This Agreement will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on its business. Termination of a contract between Licensee and a state related to the state PMP or termination of Licensee's access to state PMP Data automatically results in termination of this Agreement without notice and without any penalty to Appriss or obligation of Appriss to refund any fees paid by Licensee.

8.3 Early Termination by Appriss. Licensee acknowledges that the functionality of the Gateway Service depends on Appriss' ability to sufficiently access PMP Data or Third Party Materials. Appriss reserves the right to terminate this Agreement at any time upon 30 days advance notice to Licensee if Third Party Materials needed to provide the Gateway Service become unavailable to Appriss or, in its sole discretion, Appriss determines that the functionality of the Gateway Service is materially impaired due to insufficient availability or unavailability of PMP Data. In the event of such termination by Appriss, Appriss shall refund any Unearned Fees to Licensee.

8.4 Effect of Termination. Upon termination or expiration of this Agreement, (a) all amounts due and owing by Licensee to Appriss under Exhibit A will be immediately payable, and Appriss shall be entitled to retain any and all fees paid by Licensee; (b) use of the Gateway Service will immediately cease; and (c) all of Appriss' obligations concerning such Gateway Service will cease. Within thirty (30) days of the expiration, Licensee shall destroy all copies of the applicable Documentation, any other Confidential Information, whether such Confidential Information is Appriss' or a third party's, and will certify to Appriss that all copies have been destroyed.

8.5 Survival. The terms of this Agreement that, by their nature should survive termination, shall survive termination, including, without limitation, the provisions concerning protection of Confidential Information, Proprietary Rights, Disclaimer of Warranties, Indemnification and Limitations of Liability.

9. GENERAL PROVISIONS.

9.1 Assignment. Neither this Agreement, nor any rights, duties or obligations set forth herein, may be assigned, sublicensed, or otherwise transferred by Licensee, in whole or in part, whether directly or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Appriss, and any attempt to do so without the express prior written consent of Appriss shall be deemed void. Appriss' consent may be conditioned upon payment by Licensee of a transfer, assignment or other fee, and such condition shall not be deemed unreasonable.

9.2 Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of its obligations with respect to Appriss' proprietary rights will cause irreparable injury to Appriss and will entitle Appriss to seek injunctive or other equitable relief.

9.3 Dispute Resolution Process. Except for claims arising out of the confidentiality obligations hereunder or Appriss' intellectual property rights, neither party will invoke formal dispute resolution procedures other than in accordance with this Section. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) calendar days after delivery of such notice, executives of the parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days after the disputing party's notice, or if the executives fail to meet within the ten (10) day period, either party may then seek legal remedies. All negotiations pursuant to this Section will be deemed Confidential Information and treated as compromise and settlement negotiations.

9.4 Third Party Beneficiary. NABP shall be a third party beneficiary to this Agreement and shall have the right to enforce obligations under this Agreement directly against Licensee.

9.5 Independent Contractors. Nothing in this Agreement or in the course of dealing between Appriss and Licensee shall be deemed to create between Appriss and Licensee a partnership, joint venture, association, employment relationship co-ownership or any other relationship other than an independent contractor relationship. Nothing in this Agreement or in the course of dealing between Appriss and Licensee shall be deemed to empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as entitled to do the same.

9.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated, as the case may be, and the remainder shall be enforced and construed as if the provision had been included as modified or as if it had not been included, as the case may be.

9.7 Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver on any other occasion or of any other provision.

10.8 Counterparts. This Agreement and Exhibit A may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument.

9.8 Insurance. Each party shall maintain, during the term of this Agreement, the following insurance: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with a limit of \$1,000,000 per occurrence; (c) general liability insurance, which insurance shall include bodily injury, personal injury, property damage, contractual liability and completed operations/products liability coverage, and shall be written on an occurrence basis with a combined single limit of \$1,000,000 per occurrence and in the aggregate; and (d) errors and omissions insurance with a combined single limit of

\$1,000,000 per occurrence and in the aggregate. Each party shall provide for the other party additional insured status under the general liability insurance required hereunder, to the extent of each party's indemnification obligations hereunder, and such general liability insurance shall be primary to any insurance which each party maintains, but only to the extent of the additional insured status. Each party shall cause the insurance required hereunder to include a waiver of subrogation in favor of the other party. Upon the written request, each party shall provide the other party with a certificate of insurance evidencing the insurance required hereunder. Each party shall maintain the insurance required hereunder at their own cost and expense and shall maintain such insurance in full force and effect during the term of this Agreement and for one (1) year after the expiration or termination of this Agreement.

9.10 Publicity. Appriss shall have the right to identify Licensee as a customer of Appriss as part of Appriss' marketing efforts, including customer lists and press releases.

9.11 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its choice of law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of state courts of the Commonwealth of Kentucky located in Jefferson County. The parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.12 Restricted Rights. The Gateway Service and any accompanying documentation has been developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication, and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the Gateway Service with only those rights set forth herein, including, without limitation, the following: with the exception of Third Party Materials, which require the prior written consent of an authorized officer of the individual respective owners, Gateway Service may be transferred to the U.S. government only with the prior written consent of an officer of Appriss and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

9.13 Export Control Notice. Licensee agrees not to disclose, use, export or re-export, directly or indirectly, the Gateway Service, any information provided by Appriss, or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such regulations with a limit of \$1,000,000 per occurrence. Licensee acknowledges its obligation to comply with all applicable export control laws in its use, export or re-export of the Gateway Service. Licensee shall defend, indemnify, and hold Appriss and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys' fees) arising out of Licensee's noncompliance with applicable export laws.

9.14 Audit Rights. In addition to Licensee's obligations under Section 2.7 above, Licensee shall maintain books and records applicable to compliance with the terms of this Agreement for at least three years following the end of the calendar year to which they pertain. Appriss shall have the right during the term of this Agreement and for up to one (1) year after the termination of this Agreement, upon reasonable written notice and during normal business hours, to audit and inspect such books and records of Licensee in order to verify compliance with the terms of this Agreement. If an audit reveals Licensee is utilizing

the Gateway Service in a manner not permitted by this Agreement, Licensee agrees to take, at Licensee's expense, all reasonable corrective action requested by Appriss.

9.15 Notices. All notices or other communications must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); or (b) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed to the appropriate address set forth on the first page of this Agreement (or to such other address as a party may designate by written notice to the other party). All notices to Appriss shall be addressed to the attention of Appriss' Chief Financial Officer with a copy delivered to Appriss' General Counsel.

9.16 Force Majeure. Other than for payments due, neither party will be liable to the other for any failure or delay in performance due to circumstances beyond the reasonable control of the party seeking protection under the terms of this Force Majeure Section including, without limitation, acts of God, labor disruption, war, terrorist threat, unavailability of PMP Data, unavailability of Third Party Materials, equipment or software malfunction or failure of a general nature (e.g., failure of Windows® Operating System or software, the Internet, or similar type of failure), electrical or communications outages, or government action ("Force Majeure Events"); provided that if either party is unable to perform its obligations for one of the foregoing reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

9.17 Entire Agreement. This Agreement shall be the complete agreement and understanding between the parties and replace any prior oral or written communications between the parties related thereto, including but not limited to, any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Appriss regardless of any statement to the contrary contained in any such purchase order or document. In the event of any conflict or discrepancy between the terms and conditions set forth in Exhibit A and the provisions herein, Exhibit A shall control.

LICENSEE

APPRISS INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Exhibit A
ORDER FORM**

LICENSEE INFORMATION	
Name:	Phone:
Address:	Fax:

Contact Name and Title: _____	E-Mail: _____
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LICENSEE ACCOUNTS PAYABLE INFORMATION	
A/P Contact Name: _____	Phone: _____
Billing Address: _____	Fax: _____
	E-Mail: _____

Product	Unit Fee	Number of Units Licensed	Annual License Fee
PMP Gateway Service	*See Section 3	N/A	License Fees paid via OHLC/HIT Commons MOU Agreement

Additional Terms:

- Appriss shall have the right to identify Licensee as a customer of Appriss as part of Appriss' marketing efforts and press releases to promote patient safety and reduce prescription drug diversion. Any use of Licensee's name shall require Licensee's prior written approval.

<p>[Customer]</p> <p>Signed: _____</p> <p>Title: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>

Approved by Appriss Inc.:

Signed: _____

Print Name: _____

Acceptance Date: _____