

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.

All Definitions contained in the Data Use and Interconnection Agreement between Licensee and the Authority shall be incorporated herein.

“**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.

“**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.

“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 **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 **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.

2.4 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.

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

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 Gateway License Agreement

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.

9.8 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.

9.9 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.

9.10 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.

9.11 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).

9.12 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 Gateway License Agreement

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.

9.13 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.

9.14 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.

9.15 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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPRISS INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**Exhibit A
ORDER FORM**

LICENSEE INFORMATION	
Name:	Phone:
Address:	Fax:
Contact Name and Title:	E-Mail:

LICENSEE ACCOUNTS PAYABLE INFORMATION	
A/P Contact Name: N/A	Phone:
Billing Address: [subscriber address]	Fax:
	E-Mail:

Product	Initial Annual License Fee*	Number of Prescribers	Initial Term
PMP Gateway	\$0		License Fees paid via OHLC/HIT Commons MOU Agreement
NarxCare	\$0		
Total License Fees/Year	\$0		
Implementation Fee	\$0		

***The PMP Gateway fees (both license and implementation) for the Initial Term shall be funded and paid by the OHLC/HIT Commons MOU Agreement. Should Licensee renew the Agreement beyond the Initial Term, the Licensee will be responsible for the Fees (in an amount agreed upon by the parties at the time of such renewal) for any Renewal Term.**

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: _____

Business Associate Agreement

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“BAA”) by and between two business associates (“Party” or collectively “Parties”), Appriss and Licensee, in consideration of the mutual promises herein, is effective as of the earlier of the following dates: the Effective Date of the services or license agreement (“Associated Agreement”) or upon the date of commencement of services in which protected health information is acquired, accessed, used or disclosed.

RECITALS and SCOPE

A. Appriss provides services or goods to Licensee under one or more Associated Agreements. Such services or goods may include, without limitation, agreements for information technology, software, products, or professional services, and Protected Health Information, as defined herein, may be disclosed or accessed in connection with such Associated Agreements; and

B. As business associates, Appriss and Licensee desire to comply with the Health Insurance Portability and Accountability Act of 1996 as amended, and its implementing regulations including, but without limitation, the amendments and associated regulations related to the American Recovery and Reinvestment Act of 2009 ("ARRA"), which includes the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions and subsequent HHS regulations, as all of the foregoing may have been or may in the future be amended (collectively, "HIPAA").

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the following definitions:
 - (a) **Breach.** The acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of 45 CFR part 164 (“Subpart E”) which compromises the security or privacy of the PHI; however,
 - (1) Breach excludes: (i) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Appriss or Licensee, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under Subpart E of this part; (ii) any inadvertent disclosure by a person who is authorized to access PHI at a Covered Entity or Appriss or Licensee to another person authorized to access PHI at the same Covered Entity or Appriss or Licensee, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under Subpart E of this part; and (iii) a disclosure of PHI where a Covered Entity or Appriss or Licensee has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information, and (2) except as provided in subparagraph (1) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under Subpart E

is presumed to be a breach unless the Covered Entity or Appriss or Licensee, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated.

- (b) *Business Associate.* As qualified herein, business associate means functioning as a business associate of Covered Entity and/or another business associate pursuant an agreement and as such term is defined under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103, as may be amended from time to time.
- (c) *Covered Entity.* "Covered Entity" shall mean an entity functioning as a covered entity under HIPAA and as such term is defined including, but not limited to, under 45 CFR Section 160.103, as may be amended from time to time.
- (d) *HHS Privacy Regulations.* "HHS Privacy Regulations" means HIPAA's implementing regulations (45 Code of Federal Regulations part 160 and part 164, subparts A and E) as such may have been or may in the future be amended.
- (e) *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g), and as may be amended from time to time.
- (f) *Protected Health Information.* "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, as may be amended from time to time, and relates to information created or received by business associate from or on behalf of another business associate or a Covered Entity.
- (g) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or her designee.
- (h) *HHS Security Regulations.* "HHS Security Regulations" mean the security standards at 45 CFR part 164, subpart C, and as have been or may in the future be amended.

2. *Obligations and Activities of Appriss and Licensee related to PHI or HIPAA.*

- (a) The Parties agree not to use or further disclose PHI other than as permitted or required by the Associated Agreement, this BAA, or as required by law or regulation.
- (b) The Parties agree to use reasonable safeguards to prevent use or disclosure of PHI in violation of this BAA, the Associated Agreement, or the applicable law, regardless of the form of PHI or whether PHI was received from or created or received by one Party on behalf of the other or a Covered Entity.
- (c) The Parties agree to mitigate, to the extent practicable, any harmful effect that is known to a Party of a use or disclosure of PHI by such Party in violation of the requirements

of the Associated Agreement and/or BAA.

- (d) The Parties agree to notify the other, in writing, of any unauthorized disclosure or Breach of unsecured PHI of which a Party becomes aware without unreasonable delay, but in no event later than fifteen days after a Party's discovery of such unauthorized disclosure or Breach, in accordance with applicable law. Such notification shall include any available information that a Party is required to include in a notification to a Covered Entity or an Individual whose unsecured PHI has been Breached pursuant to HIPAA, including, but not limited to, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed during such Breach. In the event that such information is not available at the time that a Party notifies the other of any unauthorized disclosure or Breach, such Party shall provide such information to the other promptly as such information becomes available.
- (e) The Parties agree to ensure that any agent or contractor to whom a Party provides PHI under this BAA, agrees to the same restrictions and conditions that apply through this BAA to the Parties with respect to such information.
- (f) To the extent required by applicable law, the Parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from the other, or created or received by or on behalf of a Covered Entity or business associate, available to the other Party or Covered Entity, or at the request of a Party or Covered Entity to the Secretary, in a time and manner designated by a Party, Covered Entity, or the Secretary, for purposes of the Secretary determining a Party's or the Parties' compliance with HIPAA.
- (g) To the extent required by applicable law, the Parties agree to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity, or a business associate required to report to a Covered Entity, to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA.
- (h) To the extent, if any, that the Parties maintain PHI of an Individual in a designated record set, a Party shall
 - (i) provide an Individual, or Covered Entity, with access to such Individual's PHI in accordance with HIPAA but only to the extent permitted by and in accordance with applicable law; and
 - (ii) make available PHI for amendment and incorporate any amendment to PHI in accordance with HIPAA but only to the extent permitted by and in accordance with applicable law.
- (j) A Party shall report to the other any of its use or disclosure of PHI that is not provided for by the Associated Agreement, this BAA, or the law of which it becomes aware.

3. Permitted Uses and Disclosures of PHI by Licensee. Except as otherwise permitted in this BAA, the Parties may use or disclose PHI on behalf of, or to provide services to, the other as specified in an Associated Agreement or a Covered Entity pursuant to a valid business associate agreement, provided that such use or disclosure would not violate HIPAA if done by the disclosing Party as follows:

- (a) Except as otherwise limited in this BAA, the receiving Party may disclose PHI to carry out its legal responsibilities, provided that disclosures are required by law, or such Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees in writing to abide by the same terms and conditions described herein, including immediate notification to such Party of any instances of which it is aware in which the confidentiality of the information has been Breached.
- (b) Receiving Party may use PHI to provide Data Aggregation services to the other or a Covered Entity, as permitted under HIPAA, to the extent specifically required under the Associated Agreement or business associate agreement with a Covered Entity.

4. *Obligations of the Parties to Inform the Each Other of Privacy Practices and Individual Restrictions.*

To the extent provided to a Party by a Covered Entity, a Party agrees to provide the other with the following, which shall be binding upon the receiving Party:

- (a) A Covered Entity's Notice of Privacy Practices that it produces in accordance with HIPAA. To the extent a Party is notified by a Covered Entity, such Party agrees to notify the receiving Party of any limitations in a Covered Entity's notice of privacy practices in accordance with HIPAA, to the extent that such limitation may affect the receiving Party's use or disclosure of PHI.
- (b) Any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes affect the receiving Party's permitted or required uses or disclosures.
- (c) Any restriction on the use or disclosure of PHI that Covered Entity has agreed to and about which Covered Entity has notified a Party in accordance with HIPAA.

5. *Permissible Requests.*

Except as specifically provided in this BAA, neither Party shall request the other Party to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the other Party.

6. *HHS Security Regulations.* In compliance with the HHS Security Regulations:

- (a) With respect to electronic PHI, the Parties will implement security standards; administrative, physical, and technical safeguards; and reasonable policies and procedures to limit access, train staff, and prevent, detect, contain, and correct security violations, in accordance with applicable provisions of HIPAA.
- (b) The Parties will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the other Party or Covered Entity as required by applicable HHS Privacy Regulations and/or HHS Security Regulations. The Parties will ensure that any agent or contractor to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

- (c) The Parties authorize termination of the Associated Agreement(s) and this BAA if a Party determines that the other has violated a material term of this BAA, specifically including Section 6.
- (d) Nothing in the provisions of Section 6 shall relieve a Party of any obligation to PHI created, used, or accessed pursuant to the Associated Agreement, other applicable contractual provisions, or requirements of applicable law, regulation, or industry practices or standards.

7. Term and Termination.

- (a) *Return or Destruction of PHI at Termination.* Upon termination of the Associated Agreement or this BAA, the Parties shall destroy PHI received from the other, regardless of form, and retain no copies of such PHI except as provided herein, or, if such return or destruction is infeasible and to the extent permitted by applicable state law, extend the protections of this BAA and the Associated Agreement to such PHI, so long as the Party retains such PHI, and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible.
- (b) *Termination for Cause.* Upon a Party's knowledge of a material breach by the other Party or if a Party knows of a pattern of activity or practice of the other Party that constitutes a material breach of the terms or obligations under this BAA, then the non-breaching Party shall:
 - (1) Provide a reasonable opportunity for the breaching Party to cure the breach or end the violation in the manner provided in the Associated Agreement for a material breach thereof, as applicable, or if there is no such provision, in a manner designated by the non-breaching Party. In either event, the non-breaching Party may terminate the Associated Agreement and this BAA if the breaching Party does not cure the breach or end the violation within the time specified;
 - (2) Notwithstanding the foregoing Section (b) (1), the non-breaching Party may immediately terminate the Associated Agreement and the BAA if the breaching Party has breached a material term of this BAA and the non-breaching Party determines that cure is not possible; or
 - (3) Notwithstanding the foregoing Section (b) (1) or (2), if the non-breaching Party determines that neither cure, as specified in Section (b) (1) above, nor termination, as specified in Section (b) (2) above, is feasible, the non-breaching Party shall report the violation to the Secretary.
- (c) *Termination of the Associated Agreement.* Termination of the Associated Agreement results in termination of the BAA.

8. Miscellaneous.

- (a) *Regulatory References.* A reference in this BAA to a section in the HHS Privacy Regulation or HHS Security Regulation means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree that the this BAA shall be automatically amended, as is

necessary, to incorporate new or modified requirements of HIPAA, HITECH, the HHS Privacy Regulations, or the HHS Security Regulations, as may be enacted or promulgated from time to time, and that no written amendment to this BAA is required in order to bind the Parties to its terms, as amended. For all other amendments to this BAA, the Parties agree to adhere to the terms for amendment as described in the Associated Agreement.

- (c) *Survival.* The respective rights and obligations of the Parties under Recitals and Scope paragraph A, Sections 1, 2(a), 7(a), 8(a), and 8(c) through and including 8(g) of this BAA shall survive the termination of the BAA.
- (d) *Interpretation.* Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable provisions of HIPAA, HITECH, and the HHS Privacy and Security Regulations.
- (e) Nothing herein shall be construed to add any additional rights or responsibilities to either Party that are not specifically required by HIPAA, as applicable.