

## Table of Contents

<b>1.</b>	<b>DEFINITIONS.....</b>	<b>5</b>
<b>2.</b>	<b>DESCRIPTION OF OVERALL ARRANGEMENT.....</b>	<b>8</b>
2.1.	Offering and Pricing .....	8
2.2.	Medical Practice Agreement.....	8
2.3.	Annual Price Increases.....	8
2.4.	Prices for New Products or Services.....	8
2.5.	Access and Sharing of Patient Information.....	8
2.6.	Remuneration for Patient Information Access and Sharing.....	8
2.7.	Guarantee.....	9
2.8.	Financial Information.....	8
<b>3.</b>	<b>TERM AND TERMINATION.....</b>	<b>9</b>
3.1.	Term.....	9
3.2.	Termination for Cause.....	10
3.3.	Books and Records; Audit.....	11
3.4.	Effect of Termination.....	10
3.5.	Performance during Disputes.....	10
3.5.	Information Requested for Compliance.....	11
3.6.	Credits for License Fees.....	11
<b>4.</b>	<b>Fees, Invoicing and Payment.....</b>	<b>12</b>
4.1.	Fees.....	12
4.2.	Payment Terms.....	12
4.3.	Milestone Payment Terms.....	12
4.4.	Invoice Requirements.....	12
<b>5.</b>	<b>Service Levels and Performance Credits.....</b>	<b>12</b>
5.1	Hosted Environment Availability Service Level.....	12
5.2	Issue Acknowledgement and Resolution Service Levels.....	13
5.3	Security Service Level.....	13
5.4	Material Discrepancies; Remedy.....	13
5.5	Release.....	13
<b>6.0</b>	<b>PROJECT MANAGEMENT.....</b>	<b>14</b>
6.1	Implementation Plan.....	14
6.2	Additional Obligations to Members Regarding Implementation.....	15
6.3	Acceptance by Member.....	15
6.4	Deadlines Not Extended.....	16
6.5	Changes in Scope.....	16
6.6	Project Delays.....	16
6.8	Vendor Project Personnel.....	16
6.9	Meetings and Reports.....	17
<b>7.0</b>	<b>INTELLECTUAL PROPERTY.....</b>	<b>17</b>
7.1	Ownership.....	17
<b>8.0</b>	<b>VENDOR WARRANTIES.....</b>	<b>17</b>
8.1	Vendor Warranty.....	17

8.3	Certification Warranty .....	18
8.4	Pass-Through Warranty .....	18
8.5	Intellectual Property Warranty.....	18
8.6	Warranty of Title.....	18
8.7	Virus Warranty .....	18
8.8	Mutual Warranties.....	18
8.9	Compliance with Laws .....	19
8.10	Data Extraction Warranty.....	19
8.11	Third Party Relationships .....	19
8.12	Pending Litigation.....	19
8.13	Change of Control Warranty.....	19
8.14	No Material Adverse Change .....	19
8.15	Financial Statements .....	19
8.16	No Other Warranties.....	20
<b>9.0</b>	<b>REMEDIES AND DISPUTE RESOLUTION.....</b>	<b>20</b>
9.1	Termination Not Exclusive Remedy.....	20
9.2	Remedies.....	20
9.3	Disputes and Arbitration .....	20
9.4	Credits .....	20
<b>10.0</b>	<b>LIMITATIONS AND EXCLUSIONS.....</b>	<b>20</b>
10.1	Limitation of Liability .....	20
10.2	Exclusions .....	21
<b>11.0</b>	<b>INSURANCE.....</b>	<b>21</b>
<b>12.0</b>	<b>CONFIDENTIALITY.....</b>	<b>21</b>
12.1	Confidentiality.....	21
12.2	Exceptions .....	22
12.3	No License .....	22
12.4	Return of Confidential Information .....	22
12.5	Notification Obligation.....	22
12.6	Business Associate Povisions .....	23
12.7	Survival.....	23
<b>13.0</b>	<b>INDEMNIFICATION.....</b>	<b>23</b>
13.1	General Indemnification .....	23
13.2	Intellectual Property Infringement Indemnification .....	23
<b>14.0</b>	<b>USE OF PACEHR NAME.....</b>	<b>24</b>
14.1	Use of PACeHR Name.....	24
<b>15.0</b>	<b>MISCELLANEOUS.....</b>	<b>24</b>
15.1	.....	24
15.2	Performance of Services.....	24
15.3	Excluded Parties .....	24
15.4	No Assignment or Subcontracting.....	24
15.5	Severability .....	25
15.6	No Waiver.....	25
15.7	Independent Contractor Status.....	25
15.8	Headings.....	24
15.9	Counterparts.....	25
15.10	Survival .....	25
15.11	Governing Law and Venue .....	25
15.12	Notice .....	25

15.13	No Oral Amendment.....	26
15.14	Changes in Law.....	26
15.15	Force Majeure.....	26
15.16	No Solicitation.....	26
15.17	Entire Agreement.....	26
<b>EXHIBITS AND ATTACHMENTS TO MASTER AGREEMENT.....</b>		<b>27</b>
EXHIBIT A	Noteworthy Medical Systems Bill of Materials.....	28
EXHIBIT B	PACeHR and Noteworthy Payment Structure	
EXHIBIT C	Standardized Inquiry response received March 30, 2009.....	29
EXHIBIT D	Best and Final Offer (BAFO) Responses dated July 28, 2009.....	30
EXHIBIT E	System Acceptance Criteria.....	31
EXHIBIT F	Practice Hardware Requirements.....	32
EXHIBIT G	Implementation Plan.....	33
EXHIBIT H	Integration Schematic and Specifications.....	34
EXHIBIT I	PACeHR Provider Member Practice Agreement.....	35
EXHIBIT J	BUSINESS ASSOCIATE AGREEMENT.....	39
EXHIBIT K	Third Party Escrow Agreement.....	40
EXHIBIT L	List of Noteworthy Medical Systems Pending Litigation.....	41
EXHIBIT M	Vendor – PACeHR End User License Agreement (EULA).....	42
EXHIBIT N	Exemplar Date Conversion Exhibit for Vendor/PACeHR EULA	