

CARE MANAGEMENT AND CAREPORT SPECIFIC TERMS

The Care Management and CarePort Software (collectively, the "Products") is a software as a service solution which is made available through a cloud-based environment. The terms outlined below shall apply to the following modules (if outlined on the corresponding Order): (a) CarePort Guide, (b) CarePort Connect, (c) CarePort Insight, (d) Utilization Management, (e) Discharge Planning and (f) Referral Management. The terms outlined below apply to the Products and shall be considered Third Party Software. In the event of a conflict between the Agreement and the corresponding Order, these terms shall control over the conflicting provisions of the Agreement.

a) License Term. The license term for the Products shall be coterminous with the Support Term, which may also be referred to as the "subscription term" in the applicable Client Order.

b) Announcement to Extended Care Providers. Client agrees to cooperate in the announcement of its relationship with CarePort and the availability of the Products to Extended Care Providers ("ECPs"), when applicable, in Clients' market area, including the following: Providing CarePort with a list of names and addresses of such ECPs for mailing of announcement letter on Client letterhead at CarePort expense; hosting and jointly presenting with CarePort at a meeting conducted by CarePort and Client to introduce the Care Management Software to ECPs, and; participating with CarePort in periodic follow-up letters on Client letterhead to such ECPs at CarePort expense. All such communication will be pre-approved by Client. No referral fees or other compensation shall be payable by CarePort to Client.

c) Press Release and related materials. Client will allow CarePort the right to use and disclose its name as part of a customer list of the Products, however, CarePort will not use Client's name for any other purpose or divulge Client's Confidential Information or the confidential details of the arrangement, except as otherwise permitted in this Order.

c) Data Rights. Client acknowledges and agrees the Products are care coordination solutions and each product cross-references Client's data ("Data") against data retained by the CarePort Software subscriber network. The Products use Data within the CarePort Software subscriber network to provide various Services that may include but are not limited to benchmarking, analytics and data aggregation ("Reports"). Client may access and use Reports for Client's internal business purposes only. Client may not publish Reports. Client acknowledges and agrees that revoking the foregoing license grant shall terminate Client's right to access or use any care coordination, benchmarking and/or data aggregation reports and features available through the Products or any successor solution(s) requiring data sharing within the CarePort Software subscriber network. Client hereby grants to CarePort a non-exclusive right and license to access, use, and disclose Client's Data for the provision of the Services and CarePort may de-identify Data in accordance with 45 CFR 164.514(b) and reserves the right to (and permit others to) use, disclose, and aggregate de-identified data on a perpetual, unrestricted basis. The terms of this Section shall indefinitely survive the termination or expiration of the Agreement.

d) Growth. Subject to the other license provisions herein, Client's license for the Products covers Organic Growth, provided that Client timely pays CarePort any associated fee increases specified in the Agreement. "**Organic Growth**" means increases in the volume at the Facilities that are due solely to internal growth of Client's ordinary business activities and transactions at the Facilities. Notwithstanding the foregoing, Client shall not use the Care Management Software in connection with any of the following (each of which constitutes "**Non-Organic Growth**"): (i) Any construction of any new facility (beyond the Facilities); (ii) the physical expansion of any Facility; and/or (iii) the addition of any new facility by acquisition, merger, or otherwise. With respect to Facilities acquired through Non-Organic Growth, Client shall not use the Care Management Software with respect to such newly acquired Facilities unless and until the Parties have so agreed to a Client Order.

e) Support. CarePort shall provide to Client software modifications to correct any Errors ("Error Corrections"). "Error" means any failure of the Products, as implemented and used in accordance with the Agreement, to operate substantially in conformance with the material functional descriptions in the applicable Specifications, if no Specifications are designated, then the material functional descriptions in the applicable Documentation. Client shall promptly advise CarePort in writing of any known or reasonably suspected Error in a timely manner. Client shall provide all necessary access to Client's systems and personnel as needed for CarePort to provide support services, including without limitation software, services, portals and firewalls. Additionally, Altera shall provide support in accordance with the Third Party Software support outlined in the support manual at:

<https://www.alterahealth.com/legal/>. CarePort Support may be contacted at support@careporthealth.com or (844)7-CAREPORT.

e) Miscellaneous.

1. CarePort may in its sole discretion contract with third party contractors to provide hosting and security services for the Products ordered hereunder provided that CarePort shall remain primarily responsible for performance of Services hereunder.
2. For the purposes of the Products ordered hereunder, Client shall not provide, lease, use or lend the Products for timesharing, subscription service or service bureau purposes or for the benefit of any

- third party.
3. Support Services and Professional Services will be performed by CarePort Health, LLC. CarePort Health, LLC, is a wholly-owned affiliate of CarePort Healthcare, LLC.
 4. The CarePort module require a working internet connection and Microsoft® Internet Explorer version 9.0 or greater.
 5. In addition to the Contact Information or Notice addresses set forth in the Agreement, all notices for the Products should also be sent to:
Marc Camm
COO, CarePort Health, LLC
VP - Operations, CarePort Health, LLC
201 South Street
Suite 501
Boston, MA 02111