

ZYNX HEALTH INCORPORATED

SECTION 1: DATA OWNERSHIP

Customer/Client agrees that all ownership and proprietary rights, including but not limited to all copyright, trademark, trade secrets, and patent rights, with respect to the Zynx Products and the information contained therein and any documentation or derivative works related thereto (including, but not limited to, the software code, databases, data not submitted by users and interfaces thereof), are and shall remain the sole and exclusive property of Zynx or its licensors. Upon the termination or expiration of Allscripts's license agreement with the Customer/Client, Zynx hereby grants to Customer/Client a royalty-free, perpetual, limited, non-transferable, non-exclusive license to use, for internal purposes only, and subject to the same restrictions as set forth in the Agreement, any executable order sets that (i) such Customer/Client has customized using the ZynxOrder™ product and (ii) has been integrated into the Allscripts products licensed by such Customer/Client; provided that such use shall be at the sole risk of such Customer/Client and Zynx shall have no liability with respect to any such use. Customer/Client acknowledges and agrees that it will not receive any upgrades or any other modifications or improvements to the Zynx Products from Zynx after the termination or expiration of the Agreement with Allscripts. Customer/Client shall not use, and shall not allow any third party to use, the Zynx Products, or the information contained therein and any documentation or derivative works related thereto, to develop a competitive product.

SECTION 2: SCOPE OF USE SPECIFICATIONS

2.1 Customer/Client acknowledges that this license grant and the applicable licensing fees are based on annual discharge volume information as supplied by Customer/Client. In the event Customer/Client's annual discharge volume information is exceeded by 5% or greater within any one year period beginning upon the delivery by Zynx to Customer/Client of its access logon information and passwords, Allscripts and Customer/Client agree that Customer/Client may extend the use of the licensed solutions products for the additional subscription fees as specified below. The additional subscription fees will be assessed in 5% increments based on the percentage of increase of the annual discharge volume.

If a Customer/Client's Annual Discharge volume increases by:	Additional Subscription Fee Increase
< 5%	0%
5 % > 10 %	5%
10 % - > 15%	10%
15%- > 20 %	15%
20%- > 25%	20%

2.2 Customer/Client agrees that if an event occurs that will affect Customer/Client's annual discharge volume (such as acquisition of a new hospital or other new facility), Customer/Client will notify Allscripts in writing of such event so that Customer/Client's discharge volume information can be reviewed and re-calculated as appropriate. Any additional subscription fee increase due under this Section 2 will be payable and effective commencing with the Customer/Client's next annual software maintenance services invoice period.

SECTION 3: DISCLAIMER OF WARRANTIES

ZYNX DISCLAIMS ALL WARRANTIES MADE WITH RESPECT TO THE ZYNX PRODUCTS, THE DESIGNATED ZYNX MARKS, OR ANY OTHER ITEMS, MATERIALS OR SERVICES PROVIDED OR MADE AVAILABLE TO CUSTOMER/CLIENT PURSUANT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, OR NON-INFRINGEMENT, OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. FURTHERMORE, ZYNX DOES NOT WARRANT THAT THE ZYNX PRODUCTS WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. ZYNX SHALL NOT BE LIABLE TO ALLSCRIPTS, A CUSTOMER/CLIENT OR TO ANY OTHER THIRD PARTY WITH RESPECT TO

ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, UNMERCHANTABILITY, UNFITNESS, INTERRUPTION OR ERROR.

SECTION 4: ASSUMPTION OF RISK

Without limitation of the disclaimer of warranties set forth in paragraph 3 above, Customer/Client acknowledges and agrees that:

4.1 The clinical information contained in the Zynx Products is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care. The professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Customer/Client acknowledges that the use of the Zynx Products in no way is intended and shall not be used as a substitute or replacement for diagnosis, treatment recommendations or other professional, clinical decisions or judgment. Zynx does not assume any responsibility for actions of Customer/Client, any employees, contractors, subcontractors, consultants, agents or professionals on staff of a Customer/Client, or any Authorized Personnel which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis.

4.2 The Zynx Products are not all inclusive or necessarily complete, and there may be omissions, typographical and other errors, conflicting information or inaccuracies in such products and information.

4.3 The allocation of liability set forth in this Agreement fairly reflects the economic circumstances and risks that the Parties are willing to undertake in view of the amounts paid or payable for the rights to the Zynx Products specified herein.

SECTION 5: LIMITATION OF LIABILITY; INDEMNITY

5.1 IN NO EVENT WILL ZYNX BE LIABLE TO CUSTOMER/CLIENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, PROFITS, DATA OR OTHER INFORMATION. ARISING OUT OF THE USE OF OR INABILITY TO USE THE ZYNX PRODUCTS OR ARISING OUT OF OR IN ANY OTHER WAY CONNECTED WITH THE LICENSE GRANTED TO CUSTOMER/CLIENT HEREIN, EVEN IF ZYNX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZYNX'S TOTAL LIABILITIES, WHETHER ARISING UNDER CONTRACT OR OTHERWISE, ARE LIMITED TO THE FEES RECEIVED BY ZYNX HEREUNDER SPECIFICALLY RELATING TO THE ZYNX PRODUCTS.

5.2 Customer/Client shall indemnify Zynx and its affiliates and hold them harmless from and against any and all liabilities, damages (including but not limited to compensatory, consequential, special and punitive damages), interest, penalties, expenses, including but not limited to reasonable attorneys fees, and any other losses (collectively referred to as "**Losses**") resulting from, or in connection with or arising out of any claim, action or proceeding, however styled, whether in court or not, by a third party in any way involving Zynx in which it is alleged that the Customer/Client or one of its employees, contractors, subcontractors, consultants, agents or professionals on staff or Authorized Personnel in any way caused or contributed to the personal injury to or death of the third party or another individual.