

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (“Agreement”) is entered into and effective as of the Effective Date (as defined herein) by and between **Georgia Health Information Network, Inc.**, a Georgia nonprofit corporation (“GaHIN”), and the Georgia Department of Juvenile Justice (“Subscriber”).

RECITALS:

- A. Truven Health Analytics, Inc. (“Vendor”) has been engaged by the Network Facilitator to facilitate the exchange and use certain patient health information for certain purposes;
- B. Subscriber has entered into an agreement, entitled “Georgia Health Information Network Member Agreement”, with Vendor with respect to the exchange and the use of certain patient health information for certain purposes (the “Member Agreement”);
- C. GaHIN shall arrange for the provision by Vendor of certain Services for use by Subscriber; and
- D. Subscriber is desirous of utilizing Services itself and making such Services available to its Member Affiliates.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is admitted and acknowledged, the parties hereto agree as follows:

1. EFFECTIVE DATE. The effective date (“Effective Date”) of this Agreement shall be deemed the date of the last of the signatures to this Agreement; provided, however that it has been executed by both GaHIN and Subscriber.

2. DEFINITIONS. All capitalized words and phrases not expressly defined herein and used within this Agreement and the introductory paragraphs hereof shall have the definitions ascribed to such capitalized words and phrases as are set forth within the Member Agreement, which definitions are incorporated herein by reference.

3. SUBSCRIPTION TO SERVICES; FEES, MANNER OF PAYMENT.

(a) Subject to the terms and conditions of this Agreement, Subscriber, on its behalf and on behalf of its Member Affiliates, hereby subscribes to use the agreed upon Services. As new health information exchange services are introduced by Network Facilitator and/or Vendor, advance notice of such new services shall be provided to Subscribers in accordance with the Member Agreement. GaHIN agrees to make available such Services to Subscriber for its use and for use by Subscriber’s Member Affiliates, pursuant to the terms of this Agreement. Subscriber may elect to charge its Member Affiliates for use of the Network and the Services upon such price and payment terms as Subscriber elects (“Access Fee”).

(b) In consideration of the Services provided hereunder, Subscriber shall pay to GaHIN the fees set forth on the Service Fee Schedule attached hereto as Exhibit A and incorporated herein by reference, at the times and in the manner, and subject to all other terms and conditions, as are set forth on such Exhibit A, without notice or demand therefore, and without deduction or offset thereof. All fees paid by Subscriber to GaHIN pursuant to this Agreement shall be non-refundable except as otherwise stated herein. GaHIN may, upon at least ninety (90) days' written notice to Subscriber, amend Exhibit A at its sole discretion, at any time following the Initial Term; provided, however, that such amendment shall not increase the then-current fees without the prior approval of the GaHIN board.

(c) In the event that: (i) Subscriber elects to discontinue its subscription to any one or more of the Services, (ii) Subscriber elects to subscribe to additional services offered by GaHIN and not initially subscribed to by Subscriber, or that GaHIN first makes available for subscription by Subscriber subsequent to the Effective Date, or (iii) GaHIN elects to discontinue the offering and availability of any or all of the Services, the parties shall revise Exhibit A to reflect such changes. Such revised Exhibit A shall be deemed to amend, supersede and replace in full any and all prior Exhibits A without the necessity of any further action on the part of either party.

4. OBLIGATIONS OF SUBSCRIBER. In addition to Subscriber's other obligations under this Agreement, at all times during the Term of this Agreement, Subscriber shall undertake, satisfy and perform each of the following obligations and or responsibilities:

(a) Subscriber shall be solely responsible for establishing price and payment terms for the Access Fee. Subscriber shall further be solely responsible for invoicing and collecting any Access Fee from Subscriber's Member Affiliates.

(b) Subscriber may authorize use of the Network and the Services only to Subscriber's Member Affiliates.

(c) Subscriber shall update the GaHIN Provider Directory (as defined below) to add new Member Affiliate identity and contact information, with respect to Member Affiliates subscribing to Services through Subscriber, within seven (7) calendar days of Subscriber's receipt of such new information, and shall update such Provider Directory to delete obsolete or erroneous Member Affiliate information within seven (7) calendar days of Subscriber's knowledge of such obsolete or erroneous information. For purposes of this Agreement, the term "Provider Directory" shall mean and refer to the GaHIN-designated database made accessible to Subscriber for purposes of inputting and maintaining the contact information for all Member Affiliates subscribing to Services through Subscriber.

(d) Subscriber shall act in compliance with the Member Agreement and shall cause all its Member Affiliates to comply with the applicable terms of the Member Agreement.

5. INTELLECTUAL PROPERTY

(a) GaHIN Intellectual Property. During the Term of this Agreement, Subscriber shall be authorized to use any of GaHIN's trade names, trademarks, service marks, logos or promotional literature (severally and collectively, and including all copyrights and copyrighted materials owned by GaHIN and made available to or accessed by Subscriber, the "GaHIN Intellectual Property") solely for purposes of fulfilling its obligations under this Agreement and in connection with the promotion to its Member Affiliates of the Services and Network access. Subscriber shall not (i) use any GaHIN Intellectual Property as part of Subscriber's trade or business name, or (ii) in any manner represent that GaHIN Intellectual Property is owned by or in any manner attributable to Subscriber. Subscriber shall not promote the Services under any other trade names, trademarks, service marks or logos other than as included in the GaHIN Intellectual Property or as agreed upon in writing by GaHIN in advance of such usage by Subscriber. Subscriber shall not alter the GaHIN Intellectual Property in any manner. Subscriber shall not display the GaHIN Intellectual Property in any manner that implies sponsorship or endorsement by GaHIN of Subscriber or Subscriber's promotion of the Services as provided in this Agreement. In connection with Subscriber's usage and display of any of the GaHIN Intellectual Property, Subscriber shall incorporate written attributions of ownership to GaHIN, and permissible symbols such as TM, ®, and ©, into such usage or displays. Subscriber acknowledges and agrees that all right, title and interest in and to the GaHIN Intellectual Property are the exclusive property of GaHIN and all goodwill generated through Subscriber's use of the GaHIN Intellectual Property will inure to the benefit of GaHIN. Upon the expiration or termination of this Agreement, Subscriber shall immediately cease and discontinue all use of the GaHIN Intellectual Property and, at Subscriber's expense and GaHIN's election, promptly destroy or return to GaHIN, and certify in writing such destruction or return of, all materials created by or for Subscriber or supplied by GaHIN to Subscriber that contain GaHIN Intellectual Property. GaHIN reserves the right in its sole discretion to modify the rights and terms of Subscriber's use of the GaHIN Intellectual Property at any time upon written notice thereof to Subscriber. Except for the rights expressly set forth in this Section 5(a), GaHIN grants no right or license in or to the GaHIN Intellectual Property.

(b) Subscriber Intellectual Property. During the Term of this Agreement, GaHIN shall not use the names, logos, images, trademarks, or trade names of Subscriber (severally and collectively, and including all copyrights and copyrighted materials owned by Subscriber, the "Subscriber Intellectual Property") in any promotional materials, business plans, investment memoranda, or other advertising or marketing materials or public communications of GaHIN, without securing Subscriber's prior written consent, which consent shall not be unreasonably withheld. The foregoing restrictions will not apply to any disclosure required by Applicable Law. In addition, Subscriber hereby agrees that GaHIN may include Subscriber's name in any list of multiple entities that are parties to subscription agreements with GaHIN ("Additional Subscribers") as may be provided to potential subscribers, as long as: (i) Subscriber's name is simply one among Additional Subscribers and is not more prominent than that of any Additional Subscriber; (ii) Subscriber's name is listed in plain script (for example, no logos or stylized scripts are used); and (iii) GaHIN will cease using Subscriber's name in any such list upon Subscriber's written request. Further, GaHIN shall not (i) use any Subscriber Intellectual Property as part of GaHIN's trade or business name, or (ii) in any manner represent

that such Subscriber Intellectual Property is owned by or in any manner attributable to GaHIN. GaHIN shall not alter Subscriber Intellectual Property in any manner. GaHIN shall not display Subscriber Intellectual Property in any manner that implies sponsorship or endorsement by Subscriber of GaHIN or GaHIN's promotion of the Services as provided in this Agreement. In connection with GaHIN's usage and display of any of Subscriber Intellectual Property, GaHIN shall incorporate any written attributions of ownership to Subscriber, and permissible symbols such as TM, ®, and ©, into such usage or displays. GaHIN acknowledges and agrees that all right, title and interest in and to Subscriber Intellectual Property are the exclusive property of Subscriber and all goodwill generated through GaHIN's use of Subscriber Intellectual Property will inure to the benefit of Subscriber. Upon the expiration or termination of this Agreement, GaHIN shall immediately cease and discontinue all use of Subscriber Intellectual Property and, at GaHIN's expense and Subscriber's election, promptly destroy or return to Subscriber, and certify in writing such destruction or return of, all materials created by or for GaHIN or supplied by Subscriber to GaHIN that contain Subscriber Intellectual Property. Subscriber reserves the right in its sole discretion to modify the rights and terms of GaHIN's use of Subscriber Intellectual Property at any time upon written notice thereof to GaHIN. Except for the rights expressly set forth in this Section 5(b), Subscriber grants no rights or license in or to the Subscriber Intellectual Property.

(c) Third-Party Software. To the extent Subscriber uses certain Services and such Services include third-party software (collectively, the "Third-Party Software"), use of any such Third-Party Software shall be subject to and governed by the terms attached hereto as Exhibit B, and incorporated herein by this reference, and Subscriber shall be a Customer (as defined in Exhibit B) thereunder.

6. TERM; TERMINATION

(a) Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter for twelve (12) continuous months ("Initial Term"). Following such Initial Term, this Agreement will automatically renew for consecutive periods of one (1) year each ("Renewal Term") (the Initial Term, collectively with any such Renewal Terms, the "Term") unless terminated pursuant to this Section 6.

(b) Termination Without Cause. Either party may terminate this Agreement upon five (5) business days prior written notice to the other party.

(c) Termination by Subscriber For Cause. Subscriber may terminate this Agreement immediately in the event of GaHIN's breach of any material term or condition of this Agreement, provided that such breach remains uncured after a period of thirty (30) days following GaHIN's receipt of written notice from Subscriber describing in reasonable detail the nature of such breach, and provided further that in the event any such breach is incapable of being cured within such thirty (30) day time period, Subscriber shall have no right to terminate this Agreement in the event that GaHIN shall have diligently begun pursuing a cure of such breach during said thirty (30) day time period.

(d) Termination by GaHIN For Cause. GaHIN may terminate this Agreement immediately upon the occurrence of any of the following events:

(i) A breach by Subscriber of any of the material terms and conditions of this Agreement, including without limitation any failure of Subscriber to pay to GaHIN any fees owed by Subscriber pursuant to this Agreement at the time when due, which breach remains uncured beyond a period of thirty (30) days following Subscriber's receipt of written notice from GaHIN describing in reasonable detail the nature of such breach;

(ii) A breach by Subscriber of any of the terms and conditions of the Member Agreement, which breach remains uncured beyond any available cure periods set forth within the Member Agreement; or

(iii) The termination of the Member Agreement by Vendor for cause.

(e) Effect of Termination. Upon termination of this Agreement, the Vendor may terminate the Member Agreement. Subscriber shall cooperate in good faith with and provide assistance to GaHIN in connection with the transitioning of any of Subscriber's Member Affiliates that elect to participate in the Network through another Subscriber upon the expiration or termination of this Agreement. In the event of termination, except for termination pursuant to Section 6 (d), GaHIN shall refund to Subscriber a prorated portion of the fees paid in advance for any time remaining after the effective date of termination of this Agreement.

7. INSURANCE. At all times during the Term, Subscriber shall carry insurance in an amount sufficient to cover its obligations hereunder and as further described in the Member Agreement; however, each Subscriber reserves the right to self-insure to meet the obligations of coverage in this section, provided that such self-insurance meets all regulatory requirements.

8. INDEMNITY.

(a) Subscriber shall protect, defend, indemnify, and hold GaHIN, and GaHIN's officers, directors, agents, contractors, and employees harmless from and against any and all third party claims, demands, actions, or suits brought against GaHIN, and any and all losses, costs, reasonable expenses (including reasonable attorneys' fees), damages, liabilities, recoveries and judgments of every nature or description brought against GaHIN or any of the foregoing officers, directors, agents and employees of GaHIN and arising out of (i) the performance by Subscriber of the obligations to be performed by it hereunder, (ii) any breach by Subscriber of any representation or warranty made by it under this Agreement, and (iii) any breach by Subscriber of its obligations, agreements or covenants under this Agreement.

(b) GaHIN shall protect, defend, indemnify, and hold Subscriber, and Subscriber's officers, directors, agents, contractors, and employees harmless from and against any and all third party claims, demands, actions, or suits brought against Subscriber, and any and all losses, costs, reasonable expenses (including reasonable attorneys' fees), damages, liabilities, recoveries and judgments of every nature or description brought against Subscriber or any of the foregoing officers, directors, agents and employees of Subscriber and arising out of (i) the performance by GaHIN of the

obligations to be performed by it hereunder, (ii) any breach by GaHIN of any representation or warranty made by it under this Agreement, and (iii) any breach by GaHIN of its obligations, agreements, or covenants under this Agreement.

(c) Indemnification in General. In the event a suit is brought against GaHIN or Subscriber under circumstances where Section 8(a) or 8(b) applies (the “sued party”), the indemnifying party, at its sole cost and expense, shall defend the sued party in such suit if written notice thereof is promptly given to the indemnifying party within a reasonable period or the indemnifying party is not materially prejudiced by lack of such notice. If indemnifying party is required to indemnify and defend, it will thereafter have control of such litigation (subject to the consent of the Georgia Attorney General with respect to a sued party that is an agency of the State of Georgia), but the indemnifying party may not enter into any settlement or other agreement with respect to any claim that imposes any duty or obligation on the sued party, or provides for an admission of fault on the part of the sued party, without the prior written consent of the sued party, which consent shall not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the sued party; and the indemnifying party, in defending any action on behalf of the sued party, shall be entitled to assert in any action every defense or immunity that the sued party could assert in its own behalf. This indemnification not only applies to civil suits filed against the sued party, but also to administrative actions and civil penalties on the sued party imposed by state or federal government agencies that may result from breach of this Agreement by the indemnifying party.

(d) Exception for Certain Members. The obligation to indemnify in this Section 8 shall not apply to any person, entity or agency that is barred by statute or other Applicable Law from indemnifying another party. This Agreement is neither waiver of sovereign immunity nor consent by a state agency or political subdivision to suit by third parties.

9. NOTICES. All notices to be made hereunder shall be given in writing to the appropriate party's representative at the address listed below and shall be deemed given (i) upon delivery, if personally delivered; (ii) upon the date indicated on the return receipt, when sent by U.S. Postal Service Certified Mail, return receipt requested; or (iii) if by delivery by a nationally recognized overnight courier service that has the capability to track the notice upon receipt.

If to Subscriber:

For Programmatic Issues:

Mr. Ben Harvill,
Director, Office of Health Services
3408 Covington Highway
Decatur, Georgia 30084
404-508-6500
BenHarvill@djj.state.ga.us

For Information Technology Issues:

Mr. George Wang,
Chief Information Officer

3408 Covington Highway
Decatur, Georgia 30084
404-508-6500
GeorgeWang@djj.state.ga.us

If to GaHIN:

Program Manager:

Dennis White, Chairman
Georgia Health Information Network, Inc.
75 5th Street, NW, Suite 600
Atlanta, GA 30308
Email: dennis.white@allianthealth.org
Telephone: 404-428-2455

Cc: Womble Carlyle Sandridge & Rice, LLP
271 17th Street NW, Suite 2400
Atlanta, GA 30363
Attn: Tracy Field
Email: tfield@wcsr.com
Telephone: 404-962-7539

10. RELATIONSHIP OF GaHIN AND SUBSCRIBER. Each Subscriber and GaHIN are independent contracting entities. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture among GaHIN and the Subscribers. No party hereto shall have any authority to bind or make commitments on behalf of one another, nor shall any such party hold itself out as having such authority. No party to this Agreement shall be held liable for the acts or omissions of another party hereto.

11. ASSIGNMENT. None of the parties shall assign or transfer this Subscription Agreement, or any part thereof, without the express written consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment of this Agreement by Subscriber to another entity approved by GaHIN shall be contingent upon assignment of the Subscriber's Member Agreement to the approved entity. Any assignment that does not comply with the requirements of this subsection shall be void and have no binding effect.

12. GOVERNING LAW AND VENUE. This Subscription Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of law. Any lawsuit or other action brought against either party based upon or arising from this Agreement must be brought in a court or other forum of competent jurisdiction in Fulton County in the State of Georgia and the parties hereto consent, and waive any objection, to personal jurisdiction and venue in any federal and state courts located in the State of Georgia.

13. CHANGES TO APPLICABLE LAW. The parties agree to comply with Applicable Law with respect to this Agreement. Any new legislation or amendments to government regulations or administrative rules that become effective after the Effective Date shall be incorporated into this Agreement to the extent applicable to this Agreement, to be effective thereafter.

14. ENTIRE AGREEMENT. This Subscription Agreement, with all Attachments, set forth the entire and only agreement among the parties relative to the subject matter hereof and supersedes all previous negotiations and agreements, whether oral or written. Any representation, promise, or condition, whether oral or written, not incorporated herein, shall not be binding upon any party.

15. AMENDMENT. This Subscription Agreement may be amended only by an instrument in writing signed by both parties against whom the change, waiver, modification, extension, or discharge is sought, unless otherwise indicated in this Subscription Agreement.

16. WAIVER. No failure or delay by any party in exercising its rights under this Subscription Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.

17. VALIDITY OF PROVISIONS. In the event that a court of competent jurisdiction shall hold any Section, or any part or portion of any Section of this Subscription Agreement, invalid, void or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect, as long as the original intent of the Subscription Agreement would not thereby be frustrated.

18. PRIORITY. In the event of any conflict or inconsistency between a provision in the body of this Subscription Agreement and any attachment thereto, the terms contained in the body of this Subscription Agreement shall prevail.

19. HEADINGS. The headings throughout this Subscription Agreement are for reference purposes only, and the words contained therein may in no way be held to explain, modify, amplify, or aid in the interpretation or construction of meaning of the provisions of this Subscription Agreement. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Subscription Agreement. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Subscription Agreement as a whole and not to any particular Section or other subdivision.

20. THIRD-PARTY BENEFICIARIES. There shall exist no right of any person to claim a beneficial interest in this Subscription Agreement or any rights occurring by virtue of this Subscription Agreement.

21. COUNTERPARTS. This Subscription Agreement may be executed in any number of counterparts and by facsimile or electronic means, each of which shall be deemed an original as against the Subscriber whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

22. FORCE MAJEURE. A party shall not be deemed in violation of any provision of this Subscription Agreement if it is prevented from performing any of its obligations by reason of: (i) severe weather or storms; (ii) earthquakes or other disruptive natural occurrences; (iii) strikes or other labor unrest; (iv) power failures; (v) nuclear or other civil or military emergencies; (vi) terrorist attacks; (vii) acts of legislative, judicial, executive, or administrative authorities; or (viii) any other circumstances that are not within its reasonable control. This Section shall not apply to obligations imposed under Applicable Law.

23. SURVIVAL. The following Sections of this Agreement shall survive the termination of this Agreement FOR ANY REASON: Sections 2, 4, 5, 6, 8, 9, 10, 12, 14, 16, 17, 18, 19, 20, 21, 22 and 23 and any other provisions of this Agreement that by their nature or by express statement are intended to survive the termination of this Agreement for any reason.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth underneath their signatures below.

GaHIN:

GEORGIA HEALTH INFORMATION NETWORK, INC.

By: _____

Title: _____

Date: _____

Address: _____

SUBSCRIBER:

By: *J. Mark Suter* CHIEF OF STAFF
FOR: *EVERY D. NILES*

Title: *Commissioner Dept. of Juvenile Justice*

Date: *28 FEB 2014*

Address:

2 Peachtree Street, NW – 40th Floor
Atlanta, GA 30303-3159

EXHIBIT A

FEE SCHEDULE OF GEORGIA HEALTH INFORMATION NETWORK SERVICE;
MANNER OF PAYMENTS

For each State Agency Member, there shall be no fee.

EXHIBIT B

THIRD PARTY SOFTWARE LICENSE TERMS

American Medical Association

Pursuant to Truven Health Analytics Inc.'s ("Truven Health's") CPT License Agreement for Domestic Distribution with The American Medical Association ("AMA"), as it may now or hereafter be amended (the "Agreement"), Truven Health is authorized to distribute and sublicense to the Georgia Department of Community Health, Qualified Entities and Authorized Users (collectively "Customer") **Physicians' Current Procedural Terminology, Fourth Edition**, a coding system of nomenclature and five-digit codes for reporting of physician services, and/or ICD-9 (collectively, "CPT"), as part of the Software, provided that Customer is bound by certain terms and conditions. Customer's rights to use the CPT terminate if Customer fails to comply with any of the material terms and conditions thereof.

Except as otherwise provided in the contract between Truven Health and the Georgia Department of Community Health ("the GA Contract"), the following are the terms and conditions that apply to Customer's sublicense to the CPT (the "Terms and Conditions"):

1. The provision of an updated version of CPT in the Software is dependent upon Truven Health's continuing contractual relations with the AMA.
2. Customer's sublicense to the CPT is nontransferable (except by the Georgia Department of Community Health to GHIE, Inc.) nonexclusive and for the sole purpose of the uses defined in the GA Contract, and only within the United States.
3. The CPT license is granted in consideration for a license fee and other consideration; provided, however, all of Customer's payment obligations are defined in the GA Contract.
4. Customer is prohibited from using CPT or information contained therein in any public electronic bulletin board, or public computer-based information system (including the Internet and World Wide Web unless otherwise expressly provided in the GA Contract and subject to the terms thereof).
5. Customer is prohibited from publishing, translating, or transferring possession of the Software or a copy (except as provided below) or portion of it.
6. Customer is prohibited from creating derivative works based on CPT and selling, leasing or licensing it or otherwise making the Software or any portion thereof available to any unauthorized party.
7. Customer may only make copies of the Software for back up or archival purposes.
8. CPT is copyrighted by the AMA and all notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted back-up or archival copies made by Customer; any printout or other output from the Electronic Media by Customer that contains any portion of CPT (other than that which would constitute fair use, internal reports and claim forms for specific patients and external reports distributed outside of your entity containing less than

twenty (20) CPT codes and/or descriptions) will display the following:

CPT only © 2009 American Medical Association. All Rights Reserved.

The year specified in the copyright notices must conform to future CPT updates.

9. Customer shall require that anyone authorized by Customer to access to the Software (including consultants who perform services for Customer) complies with the provisions identified herein.

10. Except as otherwise expressly provided in the Agreement between AMA and Truven Health, the Software is provided "as is" without any warranty from or liability to the AMA, including, without limitation, liability for consequential or special damages or lost profits for sequence, accuracy or completeness of data, or that it will meet Customer's requirements; AMA's sole responsibility is to use reasonable efforts to provide corrections to or a replacement of the Software; AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT.

11. The CPT sublicense terminates in the event of default by Customer under the Terms and Conditions, subject to the Customer's receipt of written notice and a thirty (30) day cure period.

12. In the event that a provision is determined to violate any law or is unenforceable the remainder of the Agreement shall remain in full force and effect.

13. This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015 (b) (2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

14. The responsibility for any content of any "National Correct Coding Policy" included in this product is with the Centers for Medicare and Medicaid Services, formerly known as the Health Care Financing Administration, and no endorsement by the AMA is intended or should be implied. The AMA disclaims responsibility for any consequences or liability attributable to or related to any use, nonuse or interpretation of information contained in this product.

COGNOS ULC End-User License Terms

All references to COGNOS are to COGNOS ULC and its authorized subsidiaries and distributors worldwide. All references to "Truven Health" shall mean Truven Health Analytics Inc. All references to "Customer" shall mean the Georgia Department of Community Health, Qualified Entities and Authorized Users. Under Truven Health's license agreement with COGNOS, Truven Health is authorized to provide Customer with access to the Software subject to the following terms.

1. General - Except as otherwise provided in the contract between Truven Health and the Georgia Department of Community Health ("the GA Contract"), these terms govern the sublicense by Customer of this COGNOS Software program ("Software"), including all related user manuals and documentation, whether provided to Customer in physical or electronic form.
2. License - Truven Health grants Customer a non-exclusive, nontransferable (except by the Georgia Department of Community Health to GHIE, Inc.) sublicense to use the Software solely for use with the Truven Health Software and for the purpose(s) for which it was provided to Customer. Any upgrade or new release of the Software is also subject to the provisions of this Agreement. Customer will not distribute or make the Software available to any other party except as permitted by the GA Contract.
3. Support - Support is available through Truven Health.
4. Proprietary Rights - All title in and rights to the Software (including any copyrights) remains exclusively with COGNOS. The rights of COGNOS are protected by local laws and International treaties. Customer will not decompile, disassemble or otherwise reverse engineer the Software.
5. Warranty - COGNOS warrants that: (a) for a period of thirty (30) days following the initial delivery/download/access of the Software, or of any new release of the Software, to or by Customer, the Software will perform in conformity with its related documentation, and (b) the media on which the Software is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties or conditions express, implied, or otherwise, are excluded. Customer's only remedy against COGNOS if this warranty is breached will be, at the option of COGNOS: (a) to repair or replace the Software, or (b) to refund the amounts paid in respect of the defective Software. This remedy is void if Customer misuses the Software contrary to its related documentation.
6. Limitation of Liability - COGNOS will not be liable to Customer for any special, indirect, incidental, consequential or exemplary damages, including costs or legal expenses, in connection with the supply, use of performance of the software, even if it is aware of the possibility of the occurrence of such damages. In certain

jurisdictions, the foregoing limitation may not be effective, in which case the applicable law will prevail.

7. Intellectual Property Indemnification - COGNOS will indemnify, defend and hold Customer harmless against any claims, legal actions, losses and other expenses arising out of or in connection with any claims that the Software infringes or violates any intellectual property right of any third party ("Claim") on the condition that COGNOS has sole control of the defense and negotiations for its settlement or compromise. The sole obligation of COGNOS to Customer in this regard will be to (a) obtain for Customer the right to use the Software, without any additional use or license fees, or (b) replace or modify such Software so that it is no longer subject to a Claim, but performs the same functions in an equivalent manner.
8. Termination - If Customer breaches any of these terms, COGNOS may terminate Customer's license to use the Software and on receipt of notice to that effect from COGNOS subject to Customer's opportunity to cure the breach, Customer will destroy all copies of the Software in Customer's possession and purge it from Customer's system.
9. Export Controls - The Software may not be downloaded, transmitted or otherwise exported or re-exported except in compliance with applicable statutes or regulations relating to the country of destination, or to the users or the use of the Software. By downloading or using this Software, Customer is representing and warranting that Customer is not located in, under the control of, or a national or resident of any such embargoed country or on any such denial list. In addition, Customer is responsible for complying with any local laws in Customer's jurisdiction which may impact Customer's right to import, export or use the Software, and Customer represents that Customer has complied with any regulations or registration procedures required by applicable law.
10. U.S. Government Restricted Rights - The Software provided to the government of the United States of America, its agencies or instrumentalities ("U.S. Government") is provided with Restricted Rights. Use, duplication or disclosure by the U.S. Government is subject to the restrictions in subparagraph (c)(2)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as amended or applicable, or such other applicable rules and regulations that provide COGNOS with the same or greater protection. The manufacturer of the Software is Cognos ULC, 3755 Riverside Drive, Ontario, Canada.
11. Applicable Law - This Agreement, and any matters relating to it, will be governed, construed and interpreted in accordance with the local laws applicable where Customer is located.