END-USER LICENSE AGREEMENT

The Mapping Services and IMO® MapIT Software are provided by Intelligent Medical Objects, Inc. ("IMO"). Your (either an individual or single entity) ("Client") use of the Mapping Services and Software is subject to the terms and conditions of this End User License Agreement ("EULA").

In consideration of the rights and restrictions contained herein, Client agrees as follows:

I.   **Mapping Services**

1. **Mapping Services** means the mapping of Client's legacy problem list data to IMO® Problem ↿IT⇂® terminology ("IMO Content"), which includes maps to SNOMED CT®, to use in conjunction with such Client's instance of the Allscripts SCM software.

2. **Export File.** Client shall provide IMO with a problem list extract containing distinct terms for mapping analysis ("Export File"). IMO will complete an initial analysis of the Export File, and provide an estimate of the number of distinct terms to be mapped to the IMO® Problem ↿IT⇂® Terminology. The resulting process shall yield an IMO mapped file ("Mapped File").

3. **Mapped File** – The Mapped File shall be considered a derivative work of the IMO Content and shall be owned by IMO with all rights assigned by End-User to IMO. End-User's use of the Mapped File shall be governed by the terms and conditions of the Allscripts Agreement.

4. **Client Responsibilities.** End-User is responsible for: (i) providing the necessary Export File to IMO for the Mapping Services; and (ii) loading the Mapped File into the Allscripts SCM software.

5. **System Requirements.** The following versions of Allscripts software are required for utilization of the IMO-mapped file: Allscripts SCM software version 6.0 and up.

II.   **IMO® Map IT Software**

1. **Definitions**. For purposes of this EULA, the definitions set forth below shall be applicable:

"**Front End Code**" means the user interface display and usability platform of the Software. This includes, but is not limited to, the layout, color scheme, and HTML pages.

"**Software**" means only the web-based IMO® MapIT software provided herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation, and any updates to such Software which *Client* is entitled to receive and that has been provided to *Client* by IMO.

"**End User**" means any agent, employee, or contractor of *Client* authorized by *Client* to access or use the Software.

2.   **License.**

a. Subject to the terms and conditions of this Agreement, IMO hereby grants Client and End Users a non-exclusive, non-transferrable, non-sublicensable, limited right and license to establish online access to the Software solely for the internal purpose of reconciling,   maintaining, and providing additional mappings for the Mapped File and Augmented File, if applicable, provided to *Client* pursuant to this EULA.

b. Restrictions. Notwithstanding Section 2(a), *Client* may not:

i.   Alter, merge, modify, copy, distribute, reproduce, adapt or translate the Software;
ii.   Decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form;
iii. Rent, lease, or sublicense the Software;
iv.   Allow or enable access to the Software by any person other than End Users;

     v.   Use any Front End Code to its advantage, the advantage of *Client* partner companies, or potential partner companies outside of the intended use for which IMO provided *Client* access to the Software;

    vi.   Use the Software, in whole or in part, or services provided for any purpose of a competitive nature to the Software or IMO Content; or

    vii.   Use the Software, in whole or part, for research or commercial purposes or enable others to use the Software, in whole or part, for research or commercial purposes.

3. Responsibilities

a. *Client* shall only use the Software: (i) on computers *Client* owns or leases; and (ii) that are located on *Client*'s premises and that have secure access to *Client*'s internet/intranet network.

b. *Client* shall: (i) maintain accurate and up-to-date records of the individual End-Users using the Software including, but not limited to the name and the total number of End-Users; (ii) supervise and control the use of the Software by End-Users in accordance with the terms and conditions of this Agreement; and (iii) provide copies of such records to IMO upon request.

c. *Client* shall establish the appropriate firewalls and security systems, including antivirus software, so the Software is accessed only by defined End-Users and is not used in an unauthorized manner.

4. Confidentiality.
For the purposes of this Agreement, the Software, IMO documentation, and log-in credentials shall be considered Confidential Information of IMO and *Client* shall not disclose any such Confidential Information with third parties, except those *Client* representatives with a need to know and are bound by confidentiality obligations with *Client*.

5. Derivative Works.
Any alterations, modifications, or edits to the IMO Content, Mapped File, or Augmented File as a result of the use of the Software by *Client* shall be a derivative work of the IMO Content and IMO shall own with all rights assigned by *Client* to IMO.

6. Export Restrictions.
Client and/or any End User may not export or re-export the Software or Services, any part or deliverable thereof, or any process or service that is the direct product of the Software or Services (the foregoing collectively referred to as the "Restricted Components"), to any country, person, entity, or end user subject to U.S. export restrictions. Client specifically agrees not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person who Client knows or has reason to know will utilize the Restricted Components in the design, development, or production of nuclear, chemical, or biological weapons; or (iii) to any person who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government. Client represents and warrants that no governmental authority has suspended, revoked, or denied Client's export privileges.

7. Restricted Rights.
The Software and related documentation are "Commercial Items," as that term is defined at 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 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

III.   **Data.** Client agrees that IMO and its affiliates may collect and use (i) the Export File(s) provided to IMO by Client (excluding any Protected Health Information as defined in 45 CFR 160.103); and (ii) usage information gathered as part of Client's and End User's use or access to the Software or Mapping Services. Export Files contain only problem list history terms, codes, and corresponding usage counts. IMO may use this information to improve its products or to provide customized services or technologies to IMO customers and will not disclose this information in a form that personally identifies Client or any End User.

IV.   **Previous EULA.** Except as provided herein, Client acknowledges and agrees that the terms governing Client's use of the IMO® Problem ꓮITꓵ® Terminology in conjunction with the Allscripts SCM software ("Previous EULA") shall govern Client's use of the Migration Services and Software with full force and effect. In the event of a conflict between the terms of the Previous EULA and this EULA, the terms of this EULA shall govern.

Patent Notice: With respect to the IMO® MapIT Software being used, the following patents may apply:

United States Patent No(s): 6,904,432; 7,693,917; and additional patents pending.