



CLIENT RELATIONSHIP AGREEMENT

This agreement details the terms and conditions under which EMRlogic Systems, Inc. (“EMR”) provides software implementation, learning and technical services to its activEHR™ Clients (“you” or “the Client”). activEHR™ is sold and distributed in partnership with Kowa Optimed, Inc. This agreement specifies the nature of the working partnership we strive to establish with our Clients and does not replace or constitute the Kowa Optimed Contract for Software Licenses and Services.

1. SERVICES TO BE PROVIDED

Implementation of activEHR™ is a carefully designed project for each Client, one that begins in the sales process and continues to develop as you transition to EMR Client Services. We agree that a proper understanding of your unique requirements may only be achieved through structured dialog, good communications and cooperation between EMR and you.

Kowa sales personnel will establish an *initial* level of understanding during the sales process, details of which will be conveyed, following Contract signature, to the EMR Client Services team. After Contract signature, Client Services will lead you through a more detailed process, including but not restricted to project scoping and planning discussions, in order to establish a complete and comprehensive Project Plan. This Project Plan will define resource commitments and services provided, as well as responsibilities for both you and EMR.

EMR will submit to you, for your review and acceptance, a written Project Plan or other description of the services to be provided. Once accepted in writing by you, such written submission will constitute the “Statement of Work”. The Statement of Work will include specified deliverables, an estimated schedule for performance of services and a tentative go-live target date.

At EMR’s discretion, services or materiel for needs that arise beyond the specified scope of a Statement of Work may be billed as a separate project. A Statement of Work may only be modified or expanded by written agreement of the parties.

2. AUTHORIZATION AND APPROVAL OF SERVICES

To facilitate communication and decision-making, you agree to designate, in writing, a Client Project Manager and one or more Client Liaisons, and to specify the scope of authority of each designated Liaison. You then also agree to notify EMR of changes in your Client Project Manager or Client Liaison designations by written notice. EMR will also appoint to you, in writing, a Project Manager.

Together, the Project Managers will be responsible for approving Statements of Work and for reviewing and approving deliverables. In requesting such approvals, EMR will inform the Client Project Manager, or Client Liaison, of any applicable deadlines or time constraints. You agree to provide EMR any requested information or decisions promptly and in a manner consistent with established deadlines or time constraints. EMR will not proceed with any work or incur any expenses without written approval from you, even if the deadline or time period for responding has expired.

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3. COMMUNICATION AND COORDINATION

To facilitate and expedite Client communications, EMR utilizes electronic communications such as email and email attachments. We present project details, track project status and milestones, and archive project communications. Any communications as to Client approvals and other decisions shall be in writing, on forms provided by EMR and signed by the Project Manager or appropriate Client Liaison. All

such approvals and decisions shall be communicated primarily by email or fax and, if necessary, by mail, certified or registered mail or by overnight courier. Such notice or demand shall be deemed effective upon proof of receipt. The address for notice may be changed at any time by giving prior written notice.

4. CLIENT COOPERATION

Your timely and thorough collaboration is essential for the successful deployment of your software. Accordingly, you agree to provide information, documents and access to technology as requested by EMR in a timely and thorough manner. You agree that your staff will be made reasonably available for in-person or telephone conferences in order to participate in making and implementing all decisions.

5. PROFESSIONAL AND THIRD-PARTY ADVICE

In order to assist you in establishing an efficient and reliable network environment for the optimum performance of your software, EMR provides documented System Requirements and limited consulting services. If not already in place, we require all Clients to engage the services of a local, *certified IT professional* who can be available on-site in case of a hardware or network emergency. It is our goal to establish a good working relationship with this professional as a member of your team.

Your implementation of activEHR™ may have legal or regulatory implications. The Services provided by EMR do not include the provision of such legal or regulatory advice. You are responsible for identifying the need for and obtaining such advice. You are also responsible for payment of applicable third-party registration or maintenance fees unless otherwise noted in the Statement of Work.

6. COMPENSATION AND PAYMENT

Fees for Software Licenses and Services are established during the Sales process, set forth first in a quote then finalized in the Contract for Software Licenses and Services. Unless changes are specified in the Statement of Work, arising from new information gathered during project scoping and planning discussions, the project will be carried out for the contracted package price. Our Service Level Agreement (SLA) provides more details of covered services.

7. EXPENSES

EMR will be responsible for routine expenses incurred in providing services. However, expenses incurred for consumable items purchased solely for the benefit of Client, and other charges pre-approved by Client will be billable. At its discretion, EMR may require the prepayment of billable expenses.

8. INDEPENDENT CONTRACTOR

EMR is an independent contractor. Neither EMR nor any employees or subcontractors of EMR who provide Services under this agreement are "employees" of the Client for any purpose.

9. CONFIDENTIALITY

As used in this agreement, "Client Confidential Information" includes all confidential, proprietary or patient health information disclosed by you to EMR in connection with EMR's performance of services and designated in writing by you as Confidential, including, but not limited to confidential information concerning the identity and health care information of your patients and concerning your business operations, methods and plans.

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As used in this agreement, "EMR Confidential Information" refers to proposals, pricing, concepts, methods or other proprietary information disclosed by EMR to you. You agree not to disclose such EMR Confidential Information.