

**Fill in this information to identify the case:**

Debtor 1 Batesville Regional Medical Center Inc.  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE  
Case number: 18-05676

FILED  
U.S. Bankruptcy Court  
MIDDLE DISTRICT OF TENNESSEE  
1/21/2019  
MATTHEW T. LOUGHNEY, Clerk

**Official Form 410  
Proof of Claim****04/16**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>3M Company</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>3M Company</u> Name <u>Alison Elko Franklin</u> <u>Dentons US LLP</u> <u>303 Peachtree St., Ste. 5300</u> <u>Atlanta, GA 30308</u>  Contact phone <u>404-527-4000</u>  Contact email <u>alison.franklin@dentons.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b> <u>Joseph Stadther</u> Name <u>3M Health Information Systems</u> <u>575 West Murray Blvd.</u>  <u>Murray, UT 84123</u>  Contact phone <u>801-358-0824</u>  Contact email <u>jsstadther@mmm.com</u>
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
<b>7. How much is the claim?</b>	<div style="display: flex; justify-content: space-between;"><div><b>\$</b> 103867.42</div><div><b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>See attached Addendum</p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</div> <div><b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div><b>Basis for perfection:</b> _____</div> <div>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div><div><b>Value of property:</b></div><div><b>\$</b> _____</div><div><b>Amount of the claim that is secured:</b></div><div><b>\$</b> _____</div><div><b>Amount of the claim that is unsecured:</b></div><div><b>\$</b> _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div><div><b>Amount necessary to cure any default as of the date of the petition:</b></div><div><b>\$</b> _____</div><div><b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
<b>10. Is this claim based on a lease?</b>	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____</div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</div>

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. <i>Check all that apply.</i>	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<b>Amount entitled to priority</b>
		<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
		<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
		<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
		<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
		<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies	\$ 88260.60
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.			

### Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.**

Check the appropriate box:

- ☒ I am the creditor.  
☐ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1/21/2019  
MM / DD / YYYY

/s/ Joseph Stadther

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Joseph Stadther</u>		
	First name	Middle name	Last name
Title	<u>Chief Financial Officer and Finance Manager</u>		
Company	<u>3M Company/3M Health Information Systems</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>575 West Murray Blvd.</u>		
	Number	Street	
	<u>Murray, UT 84123</u>		
	City	State	ZIP Code
Contact phone	<u>801-358-0824</u>	Email	<u>jsstadther@mmm.com</u>

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

In re:	)	Chapter 11
	)	Case No. 18- 05676
Batesville Regional Medical Center,	)	
Inc., <sup>1</sup>	)	
	)	
1721 Midpark Road, Suite B200	)	Judge Walker
Knoxville, TN 37921	)	
	)	
Debtor.	)	Jointly Administered

**ADDENDUM TO PROOF OF CLAIM FILED BY 3M COMPANY**

1. This is an addendum to the proof of claim (the “Proof of Claim”) of creditor 3M Company (the “Claimant”) filed in connection with the above-captioned jointly administered bankruptcy case of *In re Batesville Regional Medical Center, Inc.*, Chapter 11 Case Number 18-05676.
2. This Proof of Claim is made against Batesville Regional Medical Center, Inc. (“Batesville Medical”) (Case No. 18-05676), Amory Regional Medical Center, Inc. (“Amory Medical”) (Case No. 18-05675), Clarksdale Regional Medical Center, Inc. (“Clarksdale Medical”) (Case No. 18-05678), and Curae Health, Inc. (“Curae Health”, and together with Batesville Medical, Amory Medical, and Clarksdale Medical, the “Debtors”) (Case No. 18-05665).
3. The correct name and address of the Claimant is as follows:

**3M Company  
3M Health Information Systems  
575 West Murray Boulevard  
Murray, UT 84123  
Attn: Joseph Stadther**
4. On August 24, 2018 (the “Petition Date”), the Debtors and three related entities filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); and Clarksdale Regional Physicians, LLC (5311).



the Bankruptcy Court commencing the above-captioned chapter 11 cases (the “Chapter 11 Cases”).

5. As of the Petition Date, the Debtors were, and still are, indebted or liable to the Claimant, excluding all post-petition interest and other charges, and excluding applicable pre-petition interest or other charges, if any, in the amount shown below:

<p style="text-align: center;"><b>TOTAL AMOUNT</b> <b>— CLAIMED —</b> <b><u>\$103,867.42</u></b></p>
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6. The claim is based on the Debtors’ obligation for unpaid amounts due and owing under a Software License and Services Agreement (as amended, the “Agreement”) attached hereto as **Exhibit A**. Invoices evidencing the amounts due are attached hereto as **Exhibit B**. The Claimant asserts a general unsecured claim in the amount of \$15,609.82 for pre-petition amounts due under the Agreement, and an administrative claim in the amount of \$88,260.60 for post-petition amounts due under the Agreement.
7. The Claimant and Curae Health entered into the Agreement on or about April 16, 2015 for the Claimant to furnish software and services as described in the Agreement under the terms and conditions of the Agreement. Authorized Sites, as defined and identified in the Agreement, include Amory Medical, Batesville Medical Center, and Clarksdale Medical. The Claimant understands that this Proof of Claim is properly asserted against Curae Health but is also being filed against Amory Medical, Batesville Medical and Clarksdale Medical to the extent that software and services were provided to Amory Medical, Batesville Medical, and/or Clarksdale Medical.
8. The Claimant files this Proof of Claim as an unsecured claim for the Debtors’ obligations to the Claimant. If the Debtors, or anyone on the Debtors’ behalf, asserts a claim against the Claimant in these bankruptcy proceedings, this claim may be secured by a right of setoff pursuant to 11 U.S.C. §§ 506(a) and 553. The Claimant expressly reserves all of its rights of setoff and/or recoupment with respect to the claim(s) asserted herein and any other claim(s) the Claimant may have.
9. The Claimant reserves its right to file a separate request for payment under 11 U.S.C. § 503(b) for the amounts which would be entitled to priority as a post-petition administrative expense claim.

10. The amount of all known payments by the Debtors or credits due to the Debtors with respect to the claim(s) set forth in this Proof of Claim, if any, have been credited and deducted from amounts owed as set forth herein, to the best knowledge of the Claimant. The Claimant's investigation of the facts and circumstances surrounding the claim(s) set forth herein is ongoing. Therefore, payments or credits may exist, which have not yet been discovered or verified.
11. This Proof of Claim is filed under compulsion of the *Order Fixing Bar Dates for Filing Proofs of Claim, Approving 503(b)(9) Proof of Claim Form, and Approving the Form and Manner of Notice of the 503(b)(9) Claims Bar Date* (Docket No. 544) (the "Bar Date Order"). The Bar Date Order requires all proofs of claims against the Debtors to be filed on or before January 21, 2019 (the "General Bar Date"). The filing of this Proof of Claim is to protect the Claimant from forfeiture of its claims against the Debtors by operation of the General Bar Date and does not constitute a waiver or release of the rights, claims or remedies of the Claimant against any person, entity or property, including, but not limited to, entities other than the Debtors such as non-debtor affiliates or subsidiaries of the Debtors with respect to amounts owed as set forth herein or any other matter or claim.
12. This Proof of Claim is filed to protect the Claimant from potential claim forfeiture. The filing of this Proof of Claim is not: (a) a waiver or release of the Claimant's rights, claims or remedies under any agreement or applicable law against the Debtors or any person, entity or property, including entities other than the Debtors; (b) consent, either express or implied, by the Claimant to this Court's jurisdiction regarding the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect to this Proof of Claim, or any proceeding commenced in these bankruptcy proceedings against or otherwise involving the Claimant; (c) a waiver or release of the Claimant's rights, or consent by the Claimant, to a trial by jury in this Court or any other court in any proceeding; (d) a waiver or release of, or any other limitation on, any right of the Claimant to have any orders entered only after de novo review by a United States District Judge; (e) an election of remedies; (f) a waiver of, or any other limitation on, any right of 3M Company to request withdrawal of the reference regarding any matter, including any matter relating to this Proof of Claim; or (g) a waiver or release of, or any other limitation on, any right of the Claimant to assert that any portion of its claim against the Debtors is entitled to treatment as an administrative priority claim pursuant to 11 U.S.C. §§ 503(b), 507(a)(1), or 507(b). The Claimant expressly reserves its right to file one or more requests for payment of administrative expenses in connection with any portion of the claims asserted herein or otherwise arising under applicable law.

13. The Claimant reserves the rights to amend, modify and supplement this Proof of Claim in any manner whatsoever including, without limitation, the right to assert claims for the Claimant's pre-petition expenses (including legal costs and expenses) and fees, to assert indemnity or contribution claims, to assert post-petition claims (including legal costs and expenses), to file additional proofs of claim for additional claims, and to assert, without limitation, any claim to which the Claimant might be entitled, at law or in equity, or to show any further or additional payments, credits or setoffs which may be discovered after the date hereof with respect to the claims set forth herein or any other claims. The Claimant further specifically reserves the right to amend and supplement this Proof of Claim to account for additional discovered facts after full disclosure of all relevant facts in this case or elsewhere, as well as to account for future payments to be credited to the Claimant. The Claimant reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of a remedy; (b) a waiver of any past, present, or future defaults or events of default; (c) a waiver or limitation of any rights or defenses of the Claimant; (d) a waiver of any of the Claimant's claims against the Debtors; or (e) a waiver of any of the Claimant's claims against any other parties liable to the Claimant.
14. If any part of this Proof of Claim is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other part hereof, and the terms and conditions hereof shall be construed thereafter as if such invalid, illegal, or unenforceable part had never been contained herein.
15. All notices concerning this Proof of Claim shall be sent to:

3M Company  
3M Health Information Systems  
575 West Murray Boulevard  
Murray, UT 84123  
Attn: Joseph Stadther  
AND

Dentons US LLP  
Attorneys for 3M Company  
303 Peachtree Street, Suite 5300  
Atlanta, GA 30308  
Attn: Alison Elko Franklin

16. This claim is filed as an:

<b>UNSECURED PRIORITY CLAIM</b>	<b><u>\$88,260.60</u></b>
<b>UNSECURED NONPRIORITY CLAIM</b>	<b><u>\$15,609.82</u></b>

3M COMPANY

Dated: January 21, 2019

By: /s/ Joseph Stadther

Name: Joseph Stadther

Title: Chief Financial Officer  
and Finance Manager,  
3M Health Information Systems

# **EXHIBIT “A”**

**SOFTWARE LICENSE AND SERVICES AGREEMENT**

THIS AGREEMENT shall be effective as of **April 16, 2015** between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Curae Health** (hereinafter referred to as "Client") with offices at 121 Leinart Street, Clinton, TN, 37716.

Client contracts for and 3M agrees to furnish the Software and Services described in this Agreement under the terms and conditions of this Agreement and the applicable attached Appendices.

This Agreement is comprised of this Signature Page, the General Terms and Conditions, Exhibits, Appendices and Schedules, together with any Statement of Work subsequently entered into by the parties.


Client acknowledges and agrees the warranty disclaimer and the limitation of liability provisions set forth in this Agreement reflect an informed, voluntary allocation of risk between the parties, and constitute essential elements of the bargain between them. 3M would not have made the Software and/or Services available to Client at the fees set forth in this Agreement if it did not include such provisions.

REMIT ALL PAYMENTS DUE UNDER THIS AGREEMENT TO:	ACH AND WIRE TRANSFERS TO:
3M	JPMorganChase
2807 Paysphere Circle	1 Chase Manhattan Plaza
	New York NY 10081
Chicago, IL 60674	ABA # 021000021 Account # 777180753 Beneficiary Name: 3M Co
	Swift address: CHASUS33 (for International Use)

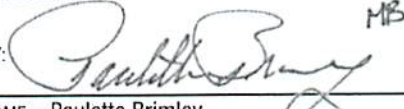
WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO:	
Curae Health	3M HEALTH INFORMATION SYSTEMS
121 Leinart Street	575 West Murray Boulevard
Clinton, TN, 37716	Murray, UT 84123-4611
	Attention: Pricing and Contract Director
	With copy to: Legal

Client has read this Agreement, each Exhibit<sup>†</sup>, Appendices, and Attachment hereto, including the disclaimers of warranties, limitations of liability and limitations of remedy, which are contained therein. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Agreement, 3M and Client have executed this Agreement on the date(s) indicated below, to be effective as of the date first indicated above.

**CURAE HEALTH**

BY:   
NAME: Tracy Martin  
TITLE: CFO  
DATE: 4/20/15

**3M COMPANY**

BY:   
NAME: Paulette Brimley  
TITLE: Pricing and Contracting Director  
DATE: April 16, 2015

<sup>†</sup> Please sign all Exhibit(s) requiring a signature.

Please fax a purchase order in the amount of **\$11,010.16**, this signed Agreement and applicable Tax Exempt forms to: **(651) 732-8469**

ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
4/16/2015 SHH	***	ZP48DW	6006830	ZP48DW-15 FLEX
REVISION DATE / BY:	VERSION:			
***	1			
	CMR No:			
	15-0413			

## **GENERAL TERMS AND CONDITIONS**

### **1.0 DEFINITIONS**

**1.1 "3M Software"** means all copies of 3M-owned computer program(s) identified in any Appendix (and associated Schedule) to this Agreement and any Update thereto.

**1.2 "Authorized Site"** means and includes any entity that controls, is controlled by, is under common control with, or is under a written management contract with Client, which is specifically identified as an Authorized Site listed in the Software and/or Services Schedule to any Appendix to this Agreement. "Control" is defined as possessing fifty-one percent (51%) or more of the voting stock or other ownership interest. If Client desires to have an entity included as an Authorized Site that does not otherwise meet the "Control" threshold set forth herein, 3M will consider the inclusion of such an entity on a case-by-case basis.

**1.3 "Authorized Users"** means the employees, contract workers (i.e., individuals employed by a third party assigned to perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) and independent contractors (i.e., self-employed individuals who perform, on a temporary basis, the same or similar functions of an Authorized Site's employees) of an Authorized Site and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician). 3M will also permit Client to include, as Authorized Users, consultants and contractors not otherwise included within the foregoing definition provided that (i) the consultant or contractor has a legitimate need to access and use the Software solely on behalf of an Authorized Site, (ii) the consultant or contractor is not, in 3M's reasonable opinion, a competitor of 3M and (iii) Client requires such consultant or contractor to execute 3M's standard Third Party Access and Confidentiality Agreement.

**1.4 "Client Data"** means any data, information, or materials provided by Client to 3M for facilitating the purposes of this Agreement, including, but not limited to; images, patient records and all translations, and versions of that data.

**1.5 "Consulting Services"** means consulting services performed in accordance with this Agreement and Appendix 8 and more particularly described in a Statement of Work ("SOW"). Consulting Services shall be listed on the respective Schedule to Appendix 8. Consulting Services specifically do not include Implementation or Training Services, Support Services or Professional Services.

**1.6 "Documents"** means written reference, operations and/or users manuals and other documents, and all revisions thereto, which provide specifications for or instructions for the use of the Software and/or the implementation of the Services, and which are furnished to any Authorized Site by 3M via download from <https://support.3Mhis.com> or through the Control Panel feature of the Software (ASP). Printed Documents may be requested by Client and may require a reasonable shipping and handling fee.

**1.7 "Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Installation Site(s) and/or Authorized Sites that meet or exceed 3M's then current minimum configuration requirements for using the particular Software, or substitute or backup equipment first approved by 3M in writing.

**1.8 "Installation Site"** means the physical location of the Equipment on which the Software (CSI) is installed. All Installation Sites shall be identified on the Schedule to any applicable Appendix to this Agreement.

**1.9 "License"** means the right granted by 3M to the Client to use the Software as set forth in the applicable Appendix for the Term that is applicable to such Software.

**1.10 "License Start Date" or "Go-Live"** means the date in which (a) 3M has completed all installation and training tasks and the respective module(s) of Software CSI are made available to Client's Authorized Users for actual production use in a live environment, or (b) the Software CSI designated Client-installable ("CI"), is "delivered" to Client, or (c) 3M provides Client with access to and use of the 3M Cloud Services. "Delivered" means (i) Client has downloaded the Software CSI from 3M's website, or (ii) seven (7) calendar days after 3M ships the Software CSI media to Client, or (iii) Client has taken physical possession of any Purchased Equipment. For the avoidance of doubt, unless set forth otherwise on the respective Schedule, the Go-Live Date shall be set regardless if Customer elects not to install the Software CSI designated CI or use the Software after the Go-Live Date.

**1.11 "Professional Services"** means services provided by 3M, at the request of the Client, not otherwise provided for in this Agreement and listed on the respective Schedule to Appendix 4. Professional Services specifically do not include Implementation or Training Services, Support Services or Consulting Services.

**1.12 "Purchased Equipment"** means, but is not limited to, third party hardware, software, peripherals, etc., purchased by 3M, on behalf of Client, in accordance with the terms of this Agreement.

**1.13 "Schedule"** means a list of each particular item of Software licensed or Service to be provided, to each Authorized Site (and the associated fees), attached to the respective Appendix as may be amended from time to time.

**1.14 "Services"** means and may include, to the extent included in this Agreement, Implementation Services, Training Services, Support Services, Professional Services and/or Consulting Services.

**1.15 "Software"** means 3M Software and Third Party Content. Provisions of this Agreement referring to Software denoted as "CSI" shall apply only to Software that is implemented by delivery of the Software to the Client, on physical media or by online download, for installation

on the Client's Equipment at Client's Installation Site(s). References in this Agreement to Software denoted as "ASP" Software shall apply only to Software that is implemented by enabling the Client to access and use the functionality of the Software, or the results produced by the use of the Software, remotely via the Internet, Virtual Private Network or other online means without installation of the Software on the Equipment. Provisions of this Agreement referring to Software without denotation to "CSI" or "ASP" shall apply to both types of Software.

**1.16 "Support Services"** is further defined in Section 3. Support Services specifically do not include Implementation or Training Services, Professional Services, or Consulting Services.

**1.17 "Term"** of any particular Software License is further defined in the applicable Appendix. "Term" of the Agreement shall mean the period of time from the Effective Date to the termination of the last License for any particular item of Software and/or conclusion of the last Service, as set forth in the Appendices hereto.

**1.18 "Third Party Content"** means all non-3M-owned computer programs and/or materials (including, but not limited to, for example, CPT™ codes) incorporated into, or distributed by 3M for use in conjunction with, 3M Software, together with any Updates or diagnostic support aids thereto which are distributed to any Authorized Site by 3M.

**1.19 "Update"** means an enhancement or modification to the Software which 3M makes generally available to its clients without an additional or increased License fee. Unless otherwise stated, Updates to 3M Software shall be governed by the terms and conditions of this Agreement.

**1.20 "Upgrade"** means the replacement of 3M Software with a newer version containing new features and/or functions of the same product which 3M makes generally available to its clients with an additional and/or increased License fee. Unless otherwise stated, Upgrades shall be governed by the terms and conditions of this Agreement.

## **2.0 OWNERSHIP; RESTRICTIONS; USE; SERVICES**

**2.1 Ownership.** 3M Software is licensed, not sold. Title to all copies of the Software, Services and Documents (including those made by Authorized Users), and to all 3M confidential and proprietary information, shall be and remain vested in 3M and/or its suppliers. 3M also retains title to all media used to supply Software to Client. Title to the software or other analytical tools that 3M utilizes to provide Services under this Agreement ("Service Tools") shall be and remain vested in 3M and/or its suppliers. No license, express or implied, under any patents, copyrights, trademarks or other property rights to such Service Tools are granted to Client under this Agreement unless such Service Tools are specifically set forth in the applicable Schedule hereto. Except as expressly stated herein, this Agreement does not grant Client any intellectual property rights in the Software or Services and all rights not expressly granted are reserved by 3M and its suppliers.

**2.2 License Restrictions.** The License granted to Client under this Agreement does not permit Client to do or permit any of the following without 3M's prior written consent: (i) make extra copies of the Software (CSI) or Documents (except for the limited purposes set forth below), (ii) sublicense, lease, lend, transfer or permit access to the Software or Documents (or any copies thereof) to any third party, (iii) permit access to, or the use, of the Software or Documents by any person, facility or entity that is not an Authorized User, (iv) use, or permit the use of, the Software or Documents to process transactions of any entity or facility that has not been specifically listed as an Authorized Site, nor to use or permit the use of the Software other than in accordance with any applicable configuration detailed in the respective Exhibits and Appendices hereto, or (v) disassemble, decrypt, decompile, reverse-engineer or create derivative works based upon the Software, (vi) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software (ASP) or the servers or networks which are connect to the Software (ASP), (vii) download or attempt to download, or copy the Software (ASP) or attempt to discover the source code of the Software (ASP). Client is solely responsible for informing and ensuring that all Authorized Users permitted to access and use the Software or Documents (including all Authorized Users who access and use the Software or Documents from remote locations), comply with the restrictions of Sections 2.2, 2.3, 2.6 and 4.1. Notwithstanding the foregoing, Client may make such copies of the Software (CSI) and/or Documents as are necessary to secure the Client's data or which are essential to the operation of the Equipment. During any period of Equipment malfunction causing the Software (CSI) to be inoperative, Client may use the Software (CSI) on other Equipment; however, Client shall not remove the Software (CSI) from the Installation Site without 3M's written consent, which shall not be unreasonably withheld.

**2.3 Interface Development.** Interfaces to Hosted Software (ASP) are developed exclusively by 3M. Interfaces to Software (CSI) shall be permitted as outlined below. "Interface" means enabling the communication of data, objects or methods (including, but not limited to, codes, edits, indicators, modifiers, flags or other output) between and among the Software and any other software.

**2.3.1. 3M Interface Development.** Client may engage 3M to create, install and support Interfaces between the Software (CSI) and any other software.

**2.3.2. Client Interface Development for Client Developed and Deployed Application.** Client may use the Software (CSI) and Documents licensed under this Agreement to create, install and support Interfaces between the Software (CSI) and any Client developed software ("Client Applications"). If Client hires a third party to develop an Interface to Client developed software, the third party must enter into a 3M prepared Software Access and Confidentiality Agreement ("SACA").

**2.3.3. Third Party Interface Development.** If Client Interfaces to a third party vendor's software or engages a third party vendor to use the Software (CSI) and Documents to create, install and support Interfaces between the Software (CSI) and any other software not developed by Client, the third party must enter into a current 3M prepared Software Interface License Agreement ("SILA").

**2.4 Audit; Compliance.** Upon thirty (30) days advance notice, at Client's regular business hours, Client shall allow 3M, or a third party designated by 3M, to inspect and audit Client's books, records and use of the Software and Documents solely and exclusively for the purpose



of verifying Client's compliance with its obligations under this Agreement. Any audit shall be paid for by 3M; provided, however, Client shall pay for such audit if such audit reveals that Client has used the 3M Software in an un-authorized manner, underpaid any fees, or is in violation of a material term of this Agreement. 3M reserves the right to pursue any other remedy under law and equity for such unauthorized use of the Software.

**2.5 Third Party Content.** Except as otherwise indicated in this Agreement, all terms and conditions of this Agreement, including the applicable terms and conditions set forth in Exhibit B, if any, shall apply to Third Party Content. 3M reserves the right to add or delete Third Party Content and to revise the provisions of Exhibit B in the event that the licensor of any Third Party Content requires 3M to pass through modified terms and conditions applicable to its Content. If 3M provides Third Party Content to Client that is accompanied by its own license agreement (e.g., "shrink-wrap" or "click wrap" terms and conditions) such Third Party Content license agreement shall control Client's use of the Third Party Content. In the event Client is permitted by a Third Party Content license agreement to change, modify or make any derivative work from the Third Party Content, Client assumes total responsibility for any resulting Equipment and/or Software malfunctions.

**2.6 Software Use and Security.** The overall effectiveness of the Software, the output from the Software and software security depends upon the Client's proper use of the 3M Software and Client's own policies, procedures and software/hardware security devices. Accordingly, Client is solely responsible for the use it makes of, or the output from, the Software. Client understands and agrees that the access to, or use of, the Software by any person using a password provided to, or by, Client or its Authorized Users constitutes an authorization by Client to use such password and access or use the Software, without limitation. Client is responsible for the security of all passwords provided to Client and its Authorized Users by 3M for access to and use of the Software under this Agreement. In the event that access to, or use of, a Client's password is permitted by Client, or gained by an unauthorized party while such password is in the possession of Client, and subsequently access to, or use of the Software is made by such unauthorized party, Client shall be solely liable for any access to, or use of, the Software, or activity or transaction using the Software by such unauthorized party. Client agrees to notify 3M of any possession, or use, of its passwords by an unauthorized party of which it becomes aware. So long as the Software meets the performance warranty set forth in Section 6.4, Client agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including reasonable attorney's fees) arising out of or related to any use of, or access to, the Software while in Client's possession or through use of Client's passwords.

**2.7 Services.** In consideration for the payment of applicable fees set forth on the respective Schedule hereto, 3M will provide the Implementation, Training, Support, Professional and Consulting Services as set forth below:

**2.7.1 Implementation Services.** Implementation Services shall mean and include the provisions set forth in this Section 2.7.1. Shortly after the full execution of this Agreement or any amendment adding Software hereto, and 3M's receipt of Client's Purchase Order, 3M will contact Client and mutually determine and agree to a Software implementation and training plan; however, Software (CS) identified on the applicable Schedule as Client-installable ("CI") and/or Phone installed ("PI") (unless otherwise designated as part of the Implementation Services on the respective Schedule) shall be the sole responsibility of the Client for placing the Software (CI or PI) on Client's Equipment and ensuring the Software is functioning properly. Client shall provide 3M with access, all relevant specifications and other documents and shall supply all cables, interface hardware and other equipment reasonably required to integrate, interface and access the Software with Client's instruments and other computer systems.

**2.7.2 Training Services.** Training Services shall mean and include the provisions set forth in this Section 2.7.2. Training for Authorized Users on 3M Software (except Software designated PI or CI on the respective Schedule) will be scheduled simultaneously with the Implementation Services. Training schedules, the number of Authorized Users to be trained, and the delivery method (on-site or remote) shall further be defined in the Implementation and Training plan or stated on the respective Schedule. Client, at its expense, will: (i) provide the necessary Authorized Users for training at the scheduled times and training locations, and (ii) provide the necessary training resources including, but not limited to, adequate training facilities, overhead projectors, and personal computers for computer based training. Software (PI or CI) is limited to one (1) hour of off-site web training for one (1) Authorized User when applicable. In the event Client requests additional Training Services, Client is responsible for the cost of the additional Training Services at 3M's then-current service rates plus any reasonable business-related travel and expenses incurred.

**2.7.3 Support Services.** Support Services for eligible 3M Software are set forth in Section 3 and the applicable Appendix.

**2.7.4 Professional Services; Consulting Services.** At the request of Client, 3M will provide Professional Services and/or Consulting Services under the terms and conditions of this Agreement, the applicable Appendix and a supplemental Statement of Work ("SOW"), which shall clearly define the scope of the engagement including, but not limited to; timelines, critical milestones, and fees.

**2.8 Client Cooperation.** The proper implementation and functioning of the Software and/or 3M's performance of Services requires Client to cooperate fully with 3M, including without limitation; (i) adhering to the implementation plan, (ii) responding promptly to communications from 3M, (iii) submitting data in the prescribed form or as required by this Agreement, or as necessitated for 3M to complete Services which may become part of this Agreement, and (vii) keeping 3M informed of actions or decisions by Client that affect the implementation, the environment into which the Software is to be installed and/or the equipment, technology, vendors and/or resources to be used in connection with the Software. 3M shall not be responsible for any delays or deficiencies in its performance caused by (x) special requests by Client or any governmental agency or other regulatory authority authorized to regulate or supervise Client that impact 3M's performance of the Services; or (y) failure by Client to provide any equipment, software, premises, performance or other assistance called for or necessitated by this Agreement. Accordingly, Client is solely responsible for any issues arising from Client's failure to cooperate with 3M, perform Client's responsibilities or follow 3M's recommendations, or Client's refusal to grant 3M access to Client's system or Client's refusal to install (or to permit 3M to install) any Software Updates, Upgrades or fixes, nor for any claim brought by any third party except as provided with respect to intellectual property indemnification as set forth in Section 6.2 below. Additionally, Client acknowledges that certain provisions of this Agreement, including EXHIBIT C – NETWORK and/or FACILITY ACCESS AGREEMENT, provide for the protection and confidentiality of Client's Operating Information and Protected Health Information (PHI), therefore Client

will be responsible for the security, and protection, of any on-site and/or remote access Equipment and Authorized Site(s) without requiring 3M, its employee(s), agent(s) or contractor(s) to enter into ancillary confidentiality and/or access agreement(s).

**2.9 Purchased Equipment.** 3M will purchase certain equipment, on behalf of Client. Purchased Equipment shall be listed on the applicable Appendix hereto and delivered to Clients designated delivery point FOB origin. Unless otherwise designated as part of the Implementation Services at time of purchase, Client shall be solely responsible for placing the Purchased Equipment into Clients environment and ensuring the Purchased Equipment is functioning properly.

**2.10 Use of Client Data.** Client acknowledges that 3M requires access to and use of Client Data in 3M's development, delivery and support of its products and services, including the Software and Services provided under this Agreement. Client therefore grants 3M a non-exclusive, non-transferable right to access, copy, store, convert and use Client Data to provide, develop, and support 3M's products and services, to perform 3M's obligations and exercise its rights under this Agreement, and to create de-identified data in accordance with 45 CFR § 164.514(b) ("De-Identified Data") and summarized aggregate data for 3M's business purposes, including, without limitation, inclusion in 3M's products and services. Client represents and warrants that Client has all rights and permissions necessary to grant 3M the rights set forth in this Section.

**2.11 Medical Care Responsibility.** Client agrees that 3M has no responsibility whatsoever for the conduct of Client's business or patient care. Client agrees that any reliance upon the Software or Services provided to Client by 3M under this Agreement shall not diminish Client's responsibility for patient care. Client acknowledges that the Software and Services may produce documents and errors, and transcriptionists produce documents with errors. Documents that are produced using the Software or Services are not intended to be used to provide medical treatment unless there is a review for accuracy by Client's staff.

### 3.0 SUPPORT SERVICES

**3.1 3M Software.** In consideration of the annual fees paid to 3M by Client for Annuity Software and/or Perpetual Software Support Services, during the Term and any extension thereof, 3M will use commercially reasonable efforts to provide the following off-site Support Services to Client for the items of applicable Software identified on the respective Schedule hereto.

**3.1.1 Corrections.** 3M will provide technical support to correct a reproducible material failure of the 3M Software to conform to the Documents and any incompatibility between the 3M Software (CSI) and the operating system software of any Equipment, which has been approved by 3M for use with 3M Software which are verified by 3M. Client will use commercially reasonable efforts to provide 3M with the necessary remote access to facilitate the identification and resolution of such failure. Client acknowledges that 3M's ability to identify and resolve such failures may be delayed or unattainable without such remote access.

**3.1.2 Updates.** 3M will provide periodic Updates to 3M Software and Documents when made commercially available by 3M. Updates to Software (ASP) will be made at 3M's sole discretion and whenever possible will be made during "off-peak" hours as reported by 3M's servers and averaged over 3M's client base accessing the Software (ASP). Unless otherwise stated, Updates for Software (CSI) are designed to be Client-installable (CI) and unless otherwise stated made available to Client via electronic download from <https://support.3Mhis.com>. 3M will provide Updates to meet the requirements of federal laws and regulations (including, for example, changes to DRG, APC, ICD-9, and CPT™ codes); provided, however, when changes in laws and regulations (including, for example, implementation of ICD-10) are, in 3M's reasonable determination, significant enough to require the development of new Software products or new features and/or functions for existing 3M Software, then: (i) 3M may, but is not required to develop the Update, and (ii) 3M may charge additional license and support fees in connection with any Update it chooses to develop. 3M will notify Client of additional fees and/or Equipment necessary to make an Update operational prior to the release of such Update, provided, Client has activated the "alerts" function at <https://support.3Mhis.com> (the "Support Portal"). Additionally, should Client request the assistance of 3M in installing, implementing, loading or otherwise deploying any Update, or familiarizing Authorized Users therewith 3M may supply such assistance for an additional fee subject to Section 3.2 (Additional Support Services) below.

#### 3.1.3 [Omitted]

**3.1.4 Self-help Support.** 3M will provide Client 24/7/365 (except downtime for system maintenance or factors outside of 3M's direct control) unlimited online access to an electronic facility (<https://support.3Mhis.com>) that includes a knowledge database with known symptoms and solutions, software product descriptions, specifications, technical literature, and certain software Updates and patches for 3M Software (CSI) which Client can use to self-help.

**3.1.5 User Support.** 3M will respond to requests submitted by telephone or the web form submission available through the Support Portal from Client's Authorized Users for assistance on the operational and/or technical aspects of the 3M Software subject to the hours of operation, support guidelines and priority levels as set forth in the Support Portal.

**3.2 Additional Support Services.** At the request of Client, 3M may provide additional support services above and beyond those contemplated by Section 3.1 hereof or attributable to the causes specified in Section 6.4.2 (Warranty Exclusions). Subject to Section 10.15 (Waiver of Statement of Work) of this Agreement, Client and 3M shall agree upon a Statement of Work (SOW) prior to any additional services being completed and Client will pay 3M for such services at 3M's then-current rates and Section 2.7.5 (Travel) hereinabove.

**3.3 Modification of Support Services.** After the Initial Term, or conclusion of any extension thereof, 3M may modify the Support Services offered with respect to the 3M Software by giving Client written notice ninety (90) calendar days prior to the conclusion of such Term.

**3.4 Client's Obligations.** To enable 3M to provide Support Services set forth herein above, Client must register with 3M's secure support website ([https://support.3Mhis.com/app/utis/login\\_form](https://support.3Mhis.com/app/utis/login_form)) to activate the Support Services, and: (i) notify 3M when support is required and

promptly report incidents to 3M support via telephone or the Support Portal, (ii) allow 3M reasonable access to Client's Equipment and the reasonable use of necessary site facilities, utilities, data communications and system resources with ready access at no charge and without requiring 3M or 3M's personnel to execute additional agreement(s) for such access, and (iii) when requested by 3M, collect data and other information reasonably necessary for 3M to resolve system problems, (iv) maintain the database and program libraries as specified by 3M, (v) obtain any additional Equipment, updates to third party application software and third party operating system software (as reasonably specified by 3M) necessary to make an Update operational, (vi) provide time for installation of all Updates (CSI) and workarounds, (vii) perform regular daily backups, (viii) provide qualified personnel to work with 3M personnel, and (ix) provide 3M with a list of all Client Applications, as defined in Section 2.3, and advise 3M of any changes to such list.

**3.5 Exclusions.** 3M shall have no obligation to provide Support Services relating to: (1) products not provided to Client by 3M; (2) third-party products not embedded in the Software, i.e., products sold under a brand name not owned by 3M (e.g., hardware, devices, other equipment and certain software "add-ons"); (3) any Software version that has been retired by 3M, except upon 3M's election; nor (4) any Software that is neither the most current nor the immediately preceding version, except upon 3M's election; (5) if the Software is not included on the applicable Schedule hereto; or (6) if any undisputed payments due 3M are past due; or (7) Client's breach of a material term of this Agreement. For the avoidance of doubt, 3M shall have no obligation to maintain, repair or replace any third party software (i.e., Microsoft Word), hardware, or Client's Equipment. The Support Services may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures and other interruptions outside of 3M's control. During such periods, you may be unable to access or use the Support Services (or portions thereof).

#### **4.0 CONFIDENTIAL INFORMATION, TRADE NAMES AND COPYRIGHTS**

**4.1 Client's Obligations.** Client acknowledges that this Agreement, the Software, the Documents, the Passwords (where applicable) and other materials delivered to Client by 3M constitute and/or contain information that is confidential to and proprietary trade secrets of 3M and/or its suppliers ("3M Information"). Client agrees to treat all 3M Information as confidential, to require all Authorized Users who Client permits access to the Software or the Documents pursuant to Section 2.0 of this Agreement to comply with this Section 4.1, and otherwise use its best efforts to prevent unauthorized disclosure of 3M Information. The obligations of this Section 4.1 shall not apply to any 3M Information, which is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to Client. The existence of a copyright notice shall not cause or be construed to cause the Software or the Documents to be a published copyrighted work or to be public information or in the public domain. Client shall not remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any Equipment, Software, Documents or other materials delivered to Client by 3M pursuant to this Agreement, and will cause them to appear on all copies made by Client pursuant to Section 2.0.

**4.2 3M's Obligations.** 3M acknowledges that in the course of performing this Agreement it may be given access to information that is confidential to Client or to third parties, including Client's patients. 3M agrees to treat all such information as confidential in accordance with the following provisions:

**4.2.1 Protected Health Information ("PHI").** To the extent required, Client and 3M intend to comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively) and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act") as further defined in the Business Associate Agreement with 3M Health Information Systems, Inc., when applicable attached hereto as Exhibit A, or as executed by the parties separate from this Agreement, as the case may be.

**4.2.2 Operational Information.** In addition, 3M agrees to treat all Client information other than PHI including, but not limited to, hospital and medical systems, financial and billing data and other operational information (collectively, "Operational Information") as confidential and to use its best efforts to prevent unauthorized disclosure of such items by 3M's employees, agents, representatives and subcontractors. The obligations of this Section 4.2.2 shall not apply to any Operational Information which is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to 3M or its employees, agents, representatives or subcontractors.

#### **5.0 ACCESS TO 3M BOOKS AND RECORDS**

**5.1 Access.** To the extent required by applicable law (42 U.S.C. 1395x(v) (1) (I) and 42 CFR Sec. 420.300 through 420.304, or any successor statutes or regulations), until the expiration of four (4) years after the furnishing of services under this Agreement, 3M shall make available upon written request to the Secretary of Health and Human Services ("Secretary") or the Comptroller General, or to any of their duly authorized representatives, this Agreement and such books, documents and records of 3M that are necessary to verify or certify the nature and extent of 3M's invoiced charges for services furnished to Client.

**5.2 Subcontracts with Related Organizations.** 3M agrees that to the extent required by applicable law, if 3M carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve month period, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services under that subcontract, the related organization will make available, upon written request to the Secretary, or to the Comptroller General, or to any of their duly authorized representatives, the subcontract and such books, documents and records of the related organization that are necessary to verify or certify the nature and extent of the costs incurred by Client based on 3M's invoiced charges for services furnished by the related organization.

## 6.0 WARRANTIES AND REPRESENTATIONS

**6.1 Authority.** 3M represents and warrants to Client that 3M has full power and authority to enter into this Agreement and perform its obligations hereunder.

**6.2 Noninfringement.** 3M further represents and warrants to Client that the 3M Software and Documents do not, in the countries in which the Authorized Sites are located (the "Territory"), infringe any patent, copyright, trademark or trade secret rights of any third party. Client shall immediately notify 3M of any infringement claim and provide 3M with a copy of any pleadings. In the event of any such claim in the Territory, the selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M, and at 3M's expense. 3M also agrees to indemnify and hold Client harmless from any damages or expenses (including attorney's fees) actually and finally awarded against Client in any lawsuit, or any settlement made by 3M, arising out of or related to 3M's alleged infringement of a third party's intellectual property rights in the Territory. 3M may, at its option and expense: (a) procure for Client the right to continue using the allegedly infringing 3M Software, replace it with a noninfringing item, or modify it so it becomes noninfringing; or (b) terminate Support and Maintenance relating to the allegedly infringing Software, require Client to return all copies of such Software to 3M, and grant Client (i) with respect to allegedly infringing Annuity Software, a pro rata credit for the unused portion of the prepaid license and support fee therefor, or (ii) with respect to allegedly infringing Perpetual Software, a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the prepaid license fee therefor plus the unused portion of the prepaid Support and Maintenance fee relating to thereto. THIS SECTION 6.2 STATES THE SOLE AND EXCLUSIVE REMEDY OF CLIENT FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THEREOF. This warranty does not extend to any Third Party Content. Notwithstanding the other provisions of this Section 6.2, 3M shall have no obligation nor liability with respect to any claim for infringement based upon (a) Client's or any third party's modification of the Software, (b) the use of the Software with software not furnished to Client by 3M, or (c) modifications to the Software made by 3M at Client's request.

**6.3 Exclusion from Participation.** 3M Health Information Systems, Inc hereby represents and warrants to Client, to the best of its knowledge upon the Effective Date of this Agreement, that neither it nor any of its officers, directors, or employees (collectively, the "3M Party") is excluded from participation in any applicable Federal or State health benefits program (including, without limitation, Medicare or Medicaid). 3M shall promptly notify Client in writing if any 3M Party is excluded from program participation. Notwithstanding any other provision of this Agreement to the contrary, Client shall have the right to terminate, without further liability, this Agreement upon exclusion of any 3M Party from any such program. This is Section 6.3 states 3M's entire liability for exclusion of any 3M Party from any such program.

### 6.4 Performance Warranties.

**6.4.1 3M Software.** The warranties applicable to the particular 3M Software are set forth on the respective Appendix hereto. 3M does not warrant that the Software will be uninterrupted, available or error-free or that non-conformance between the Software and Documents can be corrected.

**6.4.2 Warranty Exclusions.** 3M warranties do not extend to Third Party Content. The warranties set forth in this Agreement do not apply if: (a) the Software is used, in whole or in part, with computer equipment, interfaces or other software other than those recommended in writing by 3M for use with the Software; (b) Client or anyone other than 3M or its employees in any way maintains, attempts to maintain, modifies or attempts to modify the Software or any part thereof in any manner other than as specified in the Documents, except for those elements of the Software that are specified in the Documents as being user-definable; (c) Client uses or allows the Software to be used in any manner other than as specified in the Documents; (d) Client fails to use any new or corrected versions of the Software or any component thereof made available by 3M; (e) Client fails to follow any written directions or to perform any procedures prescribed by 3M in writing; (f) any abuse, misuse, accident or negligence, in each case other than by 3M or 3M's contractors shall have occurred in relation to the Software; or (g) the non-conformance shall have been caused other than by the Software, 3M or 3M's contractors; or (h) modifications to the Software made by 3M at Client's request. The only warranties applicable to Purchased Equipment are those, if any, provided by the respective manufacturers or third party suppliers thereof, which 3M assigns to Client to the fullest extent it may do so. Such manufacturers or suppliers shall be solely responsible for any warranty claims relating to the Purchased Equipment.

**6.5 Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6 OR THE APPLICABLE APPENDIX, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

## 7.0 LIMITATION OF LIABILITY

**7.1 Lost Data or Information.** IT IS EXPECTED THAT CLIENT WILL PERFORM ROUTINE BACKUPS OF ITS INFORMATION PRIOR TO USING THE SOFTWARE TO PROCESS OR ANALYZE THAT INFORMATION. ACCORDINGLY, 3M AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR DAMAGE RESULTING FROM LOST DATA OR INFORMATION. IN THE EVENT DATA OR INFORMATION IS LOST DUE TO ANY NEGLIGENT ACT OR OMISSION BY 3M, OR DUE TO BREACH OF ANY WARRANTY, 3M'S SOLE LIABILITY AND CLIENT'S SOLE REMEDY SHALL BE FOR 3M TO USE COMMERCIALY REASONABLE BEST EFFORTS TO RECOVER THE LOST DATA OR INFORMATION AT NO CHARGE TO CLIENT.

**7.2 Excluded Damages.** NEITHER 3M AND ITS SUPPLIERS, NOR CLIENT SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE

(EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR CLIENT'S BREACH OF SECTION 2.2 or 2.3), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. 3M AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE SOFTWARE, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA.

**7.3 Maximum Liability.** 3M'S AND ITS SUPPLIERS MAXIMUM CUMULATIVE LIABILITY FOR: (i) ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR CONTRACT ARISING OUT OF OR RELATING TO SOFTWARE LICENSED UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF (A) ONE MILLION DOLLARS (\$1,000,000) OR (B) WITH RESPECT TO PERPETUAL SOFTWARE, THE AMOUNT OF THE LICENSE FEES ACTUALLY PAID TO 3M BY CLIENT FOR THE SOFTWARE THAT GIVES RISE TO THE LIABILITY, OR, WITH RESPECT TO ANNUITY SOFTWARE, THE AMOUNT OF THE LICENSE FEES ACTUALLY PAID WITH RESPECT TO THE INITIAL TERM OR CURRENT RENEWAL TERM OF THE LICENSE DURING WHICH THE EVENT(S) GIVING RISE TO THE LIABILITY OCCURRED; AND (ii) ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE RECOVERABLE UNDER LAW OR CONTRACT ARISING OUT OF OR RELATING TO SERVICES ACQUIRED UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY PAID TO 3M FOR THE SERVICES THAT GIVE RISE TO THE LIABILITY.

## **8.0 FEES; INVOICING AND PAYMENTS**

**8.1 Participation.** During the Term of this Agreement and subject to the applicable provisions below, Client may License new item(s) of Software, acquire Services and Purchased Equipment and/or include additional Authorized Sites by: i) requesting from 3M the addition of such item(s) to this Agreement by amending the applicable Schedule and supplying 3M with a valid Purchase Order, or ii) subject to Section 10.2 of this Agreement, supply 3M with a Purchase Order and reference a 3M *Proposal Number* (found at the bottom of a 3M Proposal). Purchase Orders received in lieu of an amendment to this Agreement shall constitute an order adding the Software and/or Services to this Agreement and shall be governed by the terms and conditions of this Agreement.

**8.2 Fees; Invoicing.** Fees for the particular Software, Services, and Purchased Equipment acquired under this Agreement shall be set forth on the applicable Schedule. Payment terms for the particular item(s) of Software, Services and Purchased Equipment are set forth on the respective Appendices or Statement of Work. Invoices shall detail the item(s) acquired, and include Client's Purchase Order number, when supplied.

**8.3 Third Party License Fees.** Notwithstanding anything to the contrary contained in any Third Party Content license agreement, Client shall pay all license fees with respect to Third Party Content to 3M.

### **8.4 Business-related Travel; Miscellaneous Expenses.**

**8.4.1 Professional and Consulting Services.** Client will be invoiced for business-related travel, travel expenses (e.g., transportation, lodging, meals), and miscellaneous expenses (charges outside the scope of Services) for Professional and Consulting Services, and when otherwise set forth in this Agreement (Appendixes, Schedule or Statement of Work) shortly after such expenses are incurred.

**8.4.2 3M Software.** When applicable, Client will be invoiced for business-related travel expenses for 3M Software shortly after such expenses are incurred.

**8.4.3 Preapproval of Costs.** If preapproval of costs is required by Client for travel and expenses, Client must notify 3M in writing prior to 3M scheduling travel. Client shall be responsible for all costs due to delays in the preapproval process.

**8.5 Invoice Coordination.** For the administrative convenience of the parties, 3M may prorate fees for any new Annuity Software license, Support and Maintenance for Perpetual Software, and/or additional fees for any new Authorized Sites to the next anniversary of the License Start Date under this Agreement. Thereafter, 3M will submit a single invoice for the annual fees for all Annuity Software and Support and Maintenance for Perpetual Software. The license term for all items of Annuity Software and Support and Maintenance for Perpetual Software shall then co-terminate with the anniversary of the License Start Date.

**8.6 Delays; Cancellations.** If Client delays or postpones a scheduled Software implementation date or any other invoicing or payment date or milestone for more than thirty (30) days beyond its originally scheduled date for any reason other than 3M's breach of this Agreement, 3M shall be entitled to issue an invoice to Client as if such date or milestone had not been delayed or postponed. If Client cancels an agreed upon Implementation, Training, Professional or Consulting Service date less than seven (7) calendar days prior to such date, or if Client is unprepared to go forward with Implementation, Training, Professional or Consulting Services on the agreed upon date, then 3M may invoice Client for any non-refundable business-related travel costs and a rescheduling fee in an amount equal to one (1) day's fee for the applicable service at 3M's then current rates. 3M shall have no liability in relation to the postponement of Implementation, Training, Professional or Consulting Services occasioned by Client.

**8.7 Payment Terms.** All charges and fees under this Agreement are due and payable in full in U.S. dollars within thirty (30) days after the date of invoice (the "Payment Period"). If Client disputes an item and/or amount on an invoice for which it intends to withhold payment, it must, during the Payment Period: (i) give 3M a written notice detailing the basis of the dispute (or the invoice shall be deemed undisputed), and (ii) pay all undisputed amounts in full within the Payment Period. 3M may assess a late payment charge on all undisputed amounts at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on the unpaid amount for each month (or fraction of a month) any payment that becomes sixty (60) days past due. If Client becomes thirty (30) days past due with respect to any undisputed amounts due on an invoice, 3M may, upon written notice to Client, immediately suspend the provision of Services until such past due charges are brought current or until this Agreement is terminated for breach as set forth in Section 9.2. Except as specifically set forth in Section 9.2, all amounts paid by Client to 3M under this Agreement are non-refundable.

**8.8 Taxes.** In addition to the charges and fees specified herein, Client shall pay or reimburse 3M for all taxes, customs duties and amounts levied instead of taxes resulting from this Agreement, except for personal property taxes on the Software and taxes based on 3M's net income. If Client is exempt from any taxes, Client shall certify such exemption in a form satisfactory to 3M.

## **9.0 TERM AND TERMINATION**

**9.1 Term of the Agreement.** The "Term" of the Agreement shall mean the period of time from the Effective Date to the termination of the last License for any particular item of Software and/or conclusion of the last Service, as set forth in the Appendices hereto.

**9.2 Termination of Agreement.** Either party may terminate the Agreement immediately upon the occurrence of any of the following events: (i) the other party has failed to cure a breach of this Agreement within thirty (30) days after receiving written notice thereof; (ii) the other party institutes proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings; (iii) proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings have been pending against the other party for more than ninety (90) days; (iv) the other party makes a general assignment for the benefit of creditors; (v) the other party becomes insolvent; or (vi) either party ceases to conduct business or to conduct the business relevant hereunder. Sections 2.1, 2.10, 4, 5, 7, 8, 9 and 10 hereof shall survive any termination of any Appendix or License(s) and/or this Agreement.

**9.3 Obligations upon Termination.** Except as otherwise expressly agreed by the parties in writing, upon the termination of this Agreement (by nonrenewal, expiration, or termination for any reason), or any License(s) hereunder, Client's right to access and use the applicable Software shall be automatically and immediately revoked and Client shall: (i) cease all further use of such Software; (ii) within fifteen (15) days of such nonrenewal, expiration or termination, either (x) contact 3M Support to schedule de-installation or deactivation of the Software by 3M or (y) de-install the Software; (iii) at 3M's option, either return to 3M, or destroy, in either case at Client's expense, all copies of the relevant Software and related Documents in Client's possession or to which Client has access; (iv) certify to 3M, in writing, within five (5) business days that all such copies have been destroyed and/or returned to 3M; and (v) pay all charges and fees outstanding (it being understood that no refund shall be due Client for any charges or fees paid, except in the event that Client has rightfully terminated this Agreement, a License, or a Professional Service due to a material breach of warranty by 3M, in which event Client's sole remedy and 3M's sole obligation shall be a refund to Client of a pro-rated portion of the current year's pre-paid fee, in the case of **Annuity Software**, or the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, in the case of **Perpetual Software**, or the actual fees paid to 3M for any **Service** not yet performed. Additionally, should the Software require 3M's assistance to de-install and/or deactivate, Client shall promptly, upon 3M's request, permit 3M access to any Client Equipment which is necessary to accomplish such de-installation or deactivation. Client further acknowledges that termination of License(s) may affect volume discounts extended to Client, by 3M, under this Agreement. 3M reserves the right to modify such discounts, as reasonably necessary, upon the next anniversary of the License Start Date immediately following the termination of any License(s). IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, AS SET FORTH HEREINABOVE, 3M SHALL DEEM THE 3M SOFTWARE, LICENSED UNDER THIS AGREEMENT, IN USE BY THE CLIENT AND THIS AGREEMENT SHALL CONTINUE IN EFFECT AND UNINTERRUPTED, AND ALL CLIENT OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY INVOICES AS THEY BECOME DUE, SHALL CONTINUE UNTIL SUCH TIME AS THE TERMINATION PROVISIONS OF THIS AGREEMENT ARE SATISFIED.

## **10.0 GENERAL PROVISIONS**

**10.1 Effect of Agreement.** This Agreement (including all Appendices, Schedules, Exhibits and other attachments hereto) embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, oral or written proposals and communications or other agreements, oral or written, relating thereto. Client acknowledges that it has not been induced to enter into this Agreement by any representation or statement, oral or written, not contained in this Agreement.

**10.2 Amendments, Modifications.** Except as otherwise provided herein, any amendment hereof must be in writing and signed by both parties. In connection with this Agreement, 3M may from time to time accept receipt of one or more purchase orders from Client, may acknowledge such receipt by returning one or more acknowledgment copies, and may issue invoices against any such purchase order. Any such act by 3M is for Client's convenience only. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any order or other document submitted by Client at any time in connection with this Agreement. All such conflicting terms and conditions are specifically rejected and do not form, and shall not form, any part of this Agreement.

**10.3 Interpretation, Priority.** The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict between a provision of this Agreement, any Appendix, Schedule or Exhibit thereto, or a Document, such conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): terms and conditions of this Agreement, Appendix, Schedule, Exhibit, Document.

**10.4 Assignment.** This Agreement is binding on successors and assigns of the parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Client without 3M's prior written consent, and any attempt to do so shall be void.

**10.5 Force Majeure.** Neither party shall be responsible for failure to comply with this Agreement (other than an obligation to pay money) due to causes beyond its reasonable control.

**10.6 Announcements.** 3M, with Client's prior written approval, may issue announcements concerning this Agreement to the trade press and recognized industry consultants.

**10.7 Notices.** Each party shall appoint a representative from its organization authorized to receive notices hereunder. All notices required to be given shall be given in writing by personal delivery, by certified or registered mail or by overnight carrier to the other party at the address listed on the face of this Agreement. Any change of address or representative shall be promptly communicated in writing to the other party.

**10.8 Severability, Enforcement.** Any provision of this Agreement, which is held to be void, invalid, unenforceable or illegal by a court, shall, as to such jurisdiction, be ineffective to the extent of such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**10.9 Governing Law.** This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of Tennessee without giving effect to the conflicts of laws doctrines of any state.

**10.10 Dispute Resolution.** The parties shall attempt in good faith to resolve any controversy, claim or dispute arising from or relating to this Agreement by negotiations between representatives of the parties. In the event of litigation both parties hereby waive any right of trial by jury. Any cause of action arising from, or out of, the creation, performance or non-performance or termination of this Agreement, based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory regardless of the form of such action must be commenced within one (1) year after (i) the date on which the breach occurs, or (ii) the date on which the non-breaching party obtains knowledge of the facts giving rise to such cause of action, whichever occurs later. The procedures herein are exclusive and shall be fully exhausted prior to the initiation of litigation; provided, however, that nothing herein shall preclude a party from taking any action necessary to preclude imminent and irreparable harm.

**10.11 No Third Party Beneficiaries.** The parties expressly acknowledge and agree that no third party is intended to be a beneficiary of any provision of this Agreement.

**10.12 Insurance.** During the term of this Agreement 3M shall minimally maintain such policies of insurance coverage appropriate to the performance of its obligations under this Agreement. 3M reserves the right to modify insurance coverage upon any Renewal Term of this Agreement with a sixty (60) day prior written notice to Client.

**10.13 Compliance with Laws.** Each party shall comply, at its own cost and expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws, when applicable. In the event that one party believes that the other may not be in compliance with one of the foregoing, it shall so notify the other party, which will promptly look into the matter and take any measures necessary to remedy any such non-compliance.

**10.14 [Omitted]**

**10.15 Statement of Work Waiver.** Client and 3M may agree that certain Software components and/or Services do not require a Statement of Work (SOW). Such waiver of a Statement of Work by the parties shall be noted on the applicable Schedule adding such Software and/or Services to this Agreement. This waiver shall not be deemed to have waived any rights or future obligations of the parties as it pertains to the Statement of Work (SOW).

**10.16 Exhibits and Appendices.** The following Exhibits and Appendices shall be incorporated herein by reference.

**EXHIBITS:**

Exhibit A	Business Associate Agreement
Exhibit B	Third Party Content Terms and Conditions
Exhibit C	Network and/or Facility Access and Confidentiality Agreement

**APPENDICES, all as applicable:**

Appendix 1	Annuity Software License Terms	Appendix 7	RESERVED
Appendix 2	RESERVED	Appendix 8	RESERVED
Appendix 3	RESERVED	Appendix 9	RESERVED
Appendix 4	RESERVED	Appendix 10	RESERVED
Appendix 5	RESERVED	Appendix 11	RESERVED
Appendix 6	RESERVED		

\* \* \*



**EXHIBIT A****BUSINESS ASSOCIATE AGREEMENT****Parties:**

Curae Health  
 Executed as an Exhibit to Software License Agreement #ZP48DW-15  
 121 Leinart Street  
 Clinton, TN 37716  
 ("Covered Entity")

3M Health Information Systems Inc.  
 575 West Murray Boulevard  
 Murray, UT 84123-4611  
 ("Business Associate")

The Parties agree that this Business Associate Agreement ("BAA") is executed with 3M Health Information Systems, Inc.'s authorized agent, by way of the Software License Agreement above, and shall be incorporated by reference into all contracted relationships between the Parties in which the exchange of Protected Health Information is required.

**1. Purpose:**

Business Associate may provide certain software and services as set forth in the Software License and/or Services Agreement(s) ("Underlying Agreement(s)") to Covered Entity which may require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information ("PHI") and/or Electronic Protected Health Information ("E PHI"). As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder. This Business Associate Agreement ("Agreement"), being incorporated as an Exhibit is entered into by and between Covered Entity and Business Associate, and is effective as of the date of the Underlying Agreement to which this Agreement is attached (the "BAA Effective Date"). Furthermore, this Agreement applies to all Underlying Agreement(s) between Business Associate and Covered Entity.

Business Associate and Covered Entity intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement(s) in compliance with (i) HIPAA; (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule"), which amended the HIPAA Privacy and Security Rules (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors.

The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

**2. Definitions.**

Terms used in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules or the HIPAA Final Rule.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

The terms "Protected Health Information" or "PHI" and "Electronic Protected Health Information" or "E PHI" when used in this Agreement shall have the same meanings given to such terms in the Privacy and Security Rules, limited to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity. Wherever the term PHI is used in this Agreement, it shall mean, include and be applicable to E PHI. Wherever the term E PHI is used, it shall mean and be applicable to PHI only.

**3. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:**

- a. not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- b. use appropriate safeguards and comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement(s) and this Agreement;
- c. in accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), as applicable, enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this Agreement to Business Associate with respect to such PHI;



- d. report to Covered Entity any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include, to the extent such information is available to Business Associate: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 CFR § 164.404;
- e. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available pursuant to 45 CFR § 164.524 upon receipt of a written request of Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 CFR § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall direct the Individual to Covered Entity;
- f. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available to Covered Entity for amendment pursuant to 45 CFR § 164.526 upon receipt of a written request of Covered Entity. If an Individual submits a written request for amendment pursuant to 45 CFR § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate shall direct the Individual to Covered Entity. Any amendments to PHI made by Business Associate at the direction of Covered Entity shall be the responsibility of the Covered Entity;
- g. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- h. make available to Covered Entity the information collected in accordance with Section 3(g) of this Agreement as is in the possession of Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If an Individual submits a written request for an accounting of disclosures pursuant to 45 CFR § 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to Covered Entity;
- i. make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule; and
- j. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**4. Permitted Uses and Disclosures by Business Associate:**

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI:

- a. on behalf of, or to provide services to, Covered Entity, as provided for in the Underlying Agreement(s) and in accordance with the Privacy Rule, provided that such disclosure would not violate the Privacy Rule. To the extent Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement(s) or this Agreement, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s). Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure, in accordance with 45 CFR § 164.514(d), and any amendments thereto;
- b. for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, in the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as Required by Law or for the purpose for which it was disclosed (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this Agreement), and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- d. to de-identify PHI in accordance with the standards set forth in 45 CFR § 164.514(b), and to use de-identified data solely and exclusively as permitted by applicable law.

**5. Obligations of Covered Entity: Covered Entity shall:**

- a. not transmit Unsecured PHI to Business Associate. Any Secured PHI, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Covered Entity to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to

unauthorized individuals. Any Electronic PHI disclosed by Covered Entity to Business Associate shall be rendered unusable, unreadable or indecipherable through the use of a technology or methodology specified by the Secretary in guidance issued under the HITECH Act and shall not constitute Unsecured PHI.;

- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI;
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.
- e. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity.

## 6. Term and Termination

- a. Term. The Term of this Agreement begins on the Effective Date (above) and ends when all Underlying Agreement(s) and PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.c.
- b. Upon either Party's knowledge of a material breach by the other Party of this Agreement, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this Agreement and, at its election, the Underlying Agreement(s) (which requires compliance with this Agreement), if cure is not possible. However, all rights and obligations arising prior to such termination shall remain in effect. All other Underlying Agreement(s) between Covered Entity and 3M Company shall remain in effect in accordance with their terms.
- c. Effect of Termination.
  - i. Except as provided in paragraph (ii) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this Agreement.
  - ii. The Parties acknowledge and agree that it shall be infeasible for Business Associate to return or destroy the PHI upon termination of this Agreement for any reason due to the nature of the products or services provided by Business Associate under the Underlying Agreement(s) and requirements that Business Associate maintain the PHI in order to corroborate its findings, recommendations and/or conclusions. Therefore Business Associate shall: (i) extend the security protections of this Agreement to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 7. Miscellaneous

- a. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry, unless such Party is a named adverse party in such litigation or investigation.
- b. HIPAA Final Rule Applicability. Business Associate acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate under the Privacy Rule and the Security Rule. Business Associate agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule.
- c. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.
- d. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule or the HIPAA Final Rule means the section as in effect or as amended.
- e. Entire Agreement. This Agreement supersedes and replaces any other agreement terms with 3M Health Information Systems with respect to the terms and obligations relating to HIPAA and PHI.

- f. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the Privacy and Security Rules. This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties.
- g. Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.
- h. Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the Privacy and Security Rules and the HIPAA Final Rule.

\* \* \*

**EXHIBIT B - 1****THIRD PARTY CONTENT ADDENDUM****AMA TERMS AND CONDITIONS**

The following terms and conditions apply to Client's use of 3M Software containing Current Procedural Terminology and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

1. **Grant of Rights Restrictions.** Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the 3M Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between 3M and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the 3M Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.
2. **Notices.** CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant 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) (November 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.
3. **Backup Rights.** Client may make backup copies of the 3M Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.
4. **Warranty Disclaimer.** TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CLIENT'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE 3M SOFTWARE IS "AS IS" WITHOUT ANY LIABILITY TO 3M OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO 3M REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

\* \* \*

**EXHIBIT B - 2****THIRD PARTY CONTENT ADDENDUM****HEALTH FORUM TERMS AND CONDITIONS**

To the extent Client has licensed 3M Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

ICD-10-CM and ICD-10-PCS Coding handbook (most current year), by Nelly Leon-Chisen, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-10-CM and ICD-10-PCS Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information.

It is also understood that Health Forum, LLC did not enter the ICD-10-CM and ICD-10-PCS Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC and 3M make no warranties of merchantability or fitness for a particular purpose.

Health Forum, LLC and 3M shall have no liability to anyone including 3M and the Sublicensed Location, for lost profits or indirect or consequential damages. Health Forum, LLC makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and 3M make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA and 3M make no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

The text of HF Documentation is and will remain inaccessible to other programs capable of generating paper printouts of HF Documentation (excluding the print screen functionality of Windows software) by encrypting all files containing source text of HF Documentation.

\* \* \*

**EXHIBIT B - 3****THIRD PARTY CONTENT ADDENDUM****NOTICES****LOINC NOTICE**

Certain 3M Software may include all or a portion of the LOINC® table, LOINC panels and forms file, LOINC document ontology file, and/or LOINC hierarchies file, or is derived from one or more of the foregoing, subject to a license from Regenstrief Institute, Inc. Your use of the LOINC table, LOINC codes, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file also is subject to this license, a copy of which is available at <http://loinc.org/terms-of-use>. The current complete LOINC table, LOINC Users' Guide, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are available for download at <http://loinc.org>. The LOINC table and LOINC codes are copyright © 1995-2013, Regenstrief Institute, Inc. and the Logical Observation Identifiers Names and Codes (LOINC) Committee. The LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are copyright © 1995-2013, Regenstrief Institute, Inc. All rights reserved. THE LOINC TABLE (IN ALL FORMATS), LOINC PANELS AND FORMS FILE, LOINC DOCUMENT ONTOLOGY FILE, AND LOINC HIERARCHIES ARE PROVIDED "AS IS." ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LOINC® is a registered United States trademark of Regenstrief Institute, Inc. A small portion of the LOINC table may include content (e.g., survey instruments) that is subject to copyrights owned by third parties. Such content has been mapped to LOINC terms under applicable copyright and terms of use. Notice of such third party copyright and license terms would need to be included if such content is included.

**UMLS METATHESAURUS NOTICE**

Some material in the UMLS Metathesaurus is from copyrighted sources of the respective copyright holders. Users of the UMLS Metathesaurus are solely responsible for compliance with any copyright, patent or trademark restrictions and are referred to the copyright, patent or trademark notices appearing in the original sources, all of which are hereby incorporated by reference.

**SNOMED CT**

RxNorm

**SNOMED COPYRIGHT AND TRADEMARK NOTICE**

Certain 3M Software may include SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organization (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the IHTSDO. ADDITIONAL LICENSING FOUND AT <https://uts.nlm.nih.gov/help/license/licensecategoryihtsdohelp.html>

\* \* \*




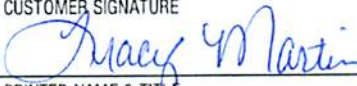
**EXHIBIT C****NETWORK AND/OR FACILITY ACCESS AND CONFIDENTIALITY AGREEMENT**

This ACCESS AND CONFIDENTIALITY AGREEMENT is made by and between 3M Health Information Systems, Inc. ("3M") and Curae Health ("Customer"). The parties have contemporaneously entered into a Software License and/or Services Agreement, dated as of April 16, 2015, as amended (the "Services Agreement"), pursuant to which, inter alia, Customer and 3M have agreed to terms and conditions setting forth the complete rights and obligations of the parties including, but not limited to, the use and confidentiality of the parties' systems and information, and provisions relating to the use of Protected Health Information (as set forth in the Exhibit to the Services Agreement entitled Business Associate Addendum or as an independent Business Associate Agreement ("BAA")). All of the terms and conditions of the Services Agreement shall continue in full force and effect and shall apply to this Access Agreement. In the event a conflict arises between the terms of this Access Agreement and the terms of the Services Agreement and BAA, the conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): the Services Agreement, as amended (including all Attachments and Exhibits thereto, and the BAA), this Access Agreement.

As set forth in the Services Agreement, 3M understands that Customer must assure the confidentiality of its human resources, payroll, financials, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, "Operational Information"). Therefore, in connection with this Agreement and the Services Agreement, including the BAA, 3M shall instruct its employees, agents and contractors ("3M Personnel") as follows:

1. Not to disclose or discuss any Operational Information with others who do not have a need to know such information.
2. Not to divulge, copy, release, sell, loan, alter, or destroy any Operational Information except as properly authorized.
3. Not to discuss Operational Information where others can overhear the conversation. It is not acceptable to discuss Operational Information even if the patient's name is not used.
4. Not to make any unauthorized transmissions, inquiries, modifications, or purging of Operational Information.
5. To immediately return to Customer any documents or media containing Operational Information upon termination of access.
6. That 3M and 3M Personnel have no rights to any ownership interest in any information accessed or created by the same during the relationship with Customer.
7. To abide by 3M's Compliance and Ethical Business Conduct Guidelines, found at [http://solutions.3m.com/wps/portal/3M/en\\_US/businessconduct/bcmain?WT.mc\\_id=www.3m.com/businessconduct](http://solutions.3m.com/wps/portal/3M/en_US/businessconduct/bcmain?WT.mc_id=www.3m.com/businessconduct).
8. That a violation of this Agreement may result in disciplinary action, up to and including termination of access or suspension/loss of privileges within Customer systems.
9. To only access or use systems or devices 3M Personnel are officially authorized to access and not to demonstrate the operation or function of systems or devices to unauthorized individuals.
10. That Customer may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
11. To practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
12. To practice secure electronic communications by transmitting Operational Information only to authorized entities, in accordance with approved security standards.
13. To use only 3M Personnel's officially assigned User-ID and password and use only approved licensed software.
14. To never share/disclose user-IDs, passwords or tokens, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
15. To notify the appropriate Information Services person, as directed by Customer, if any 3M personnel password has been seen, disclosed, or otherwise compromised, and will report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Operational Information.
16. This Agreement will terminate upon the expiration or termination of the Services Agreement; provided, however the confidentiality obligations hereunder will continue after termination or expiration of this Agreement, subject to the limitations on such obligations as defined in the Services Agreement, or if not defined, for four (4) years after the termination or expiration of the Services Agreement, unless such information becomes publicly available through no fault of 3M.

The Parties agree that 3M will sign this Access Agreement on behalf of all 3M Personnel and take responsibility for their acts and omissions, and Customer will sign on behalf of its entire organization. 3M or 3M Personnel will not be required to enter into ancillary confidentiality and/or access agreement(s).

3MSIGNATURE 	DATE 4/16/2015	CUSTOMER SIGNATURE 	DATE 4/20/15
PRINTED NAME & TITLE Paulette Brimley, Pricing & Contracting Director		PRINTED NAME & TITLE Tracy Martin, CFO	

**SECTION BELOW TO BE FILLED OUT BY 3M PERSONNEL REQUIRING ACCESS TO CUSTOMER FACILITY (AS AND WHEN REQUIRED)  
CUSTOMER WILL PROMPTLY PROVIDE ACCESS TO ALL REQUESTS BY 3M PERSONNEL**

NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER

**APPENDIX 1**  
**TERMS AND CONDITIONS**  
APPLICABLE TO  
**ANNUITY SOFTWARE**

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL APPLY TO SOFTWARE LICENSED UNDER THIS APPENDIX ("ANNUITY SOFTWARE") EXCEPT THAT THOSE PROVISIONS OF THE AGREEMENT WHICH, BY THEIR NATURE OR AS SPECIFICALLY IDENTIFIED, APPLY ONLY TO 3M PERPETUAL SOFTWARE, OR CONSULTING SERVICES, OR SERVICES SHALL NOT APPLY TO ANNUITY SOFTWARE. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS IN THE AGREEMENT OR ANY OTHER APPENDIX, SCHEDULE, EXHIBIT, OR ATTACHMENT TO THE AGREEMENT, AND THOSE SET FORTH IN THIS APPENDIX, WITH RESPECT TO ANNUITY SOFTWARE, THE TERMS AND CONDITIONS OF THIS APPENDIX SHALL CONTROL TO THE EXTENT TO RESOLVE THE CONFLICT.

Initial License Term: **Three (3) Year**

- A. **Definitions.** Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.
- A.1. "Annuity Software" means 3M Software and Third Party Content licensed to Client on an annual basis.
- A.2. "License Term" means with respect to this Appendix and Licenses granted hereunder, the period of time commencing upon the License Start Date and terminating upon the first of the following to occur: (i) the termination of this Appendix pursuant to a provision of Section 9 of the Agreement, or (ii) the expiration, nonrenewal or other termination of this Appendix and all Licenses granted in this Appendix. Thereafter, the Licenses granted under this Appendix shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either party gives the other party written notice at least sixty (60) days prior to the termination of the Initial Term, or the then-current Renewal Term of its election not to renew.
- B. **License.** Subject to the terms of this Agreement, 3M grants to Client, a non-exclusive, not-transferable and non-sublicensable license to install the Software at the Client's designated Installation Site(s) within the United States of America during the applicable License Term to permit Authorized Users to access and use the Software and Documents solely for purposes of processing transactions for the Authorized Sites listed in this Agreement.
- C. **Support and Maintenance.** Provided that Client is current in its payment of the annual License fees for the Annuity Software, 3M shall provide to Client the Support Services for such Software as set forth in Section 3 of the Agreement.
- D. **Annuity Software Performance Warranties.** 3M represents and warrants that, so long as Client has licensed the 3M Software from 3M on a continuous and uninterrupted basis from the License Start Date and, where applicable, has installed and is using the then-current or immediately preceding 3M Software Update level, the 3M Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant that the operation of the 3M Software will be uninterrupted or error-free. Upon receipt of written notice from Client that 3M Software fails to meet this warranty, 3M shall provide Support Services in accordance with the terms of the Agreement. In the event 3M is unable to remedy a breach of warranty as set forth in this Section, Client shall return all copies of the non-conforming 3M Software to 3M and 3M shall grant Client a pro rata credit for the unused portion of the prepaid License fee, at which time the applicable License and the corresponding Support Services shall be automatically terminated.
- E. **Annuity Software Fees, Invoicing and Payments.** License and Implementation and Training fees for each item of Annuity Software for all Authorized Sites are set forth in Schedule 1 hereto and unless set forth otherwise on Schedule 1 shall be invoiced to Client as set forth below. Client shall pay all license fees with respect to Third Party Software to 3M.
- E.1. **Invoicing and Payment for License Fees.**
- a. **First Year of the Initial Term.** Annuity Software license fees, set forth in Schedule 1 of this Appendix 1 (1-1) will be invoiced to Client on or shortly after the implementation date for that item of Software. If such item of Software is the first item of Software to be implemented under the Agreement, its installation will establish the License Start Date, as herein defined. If such item of Software is not the first item of Software implemented under the Agreement and for all other items of Annuity Software implemented during the first year, the license fees for such Software will be prorated from the implementation date for that item of Software to the next anniversary of the License Start Date.



b. **Second and Subsequent Years of the License Term.** Annuity Software License fees for the second and subsequent years of the License Term, shall be Invoiced and communicated to the Client by e-mail, U.S. mail, or courier within sixty (60) days prior to the anniversary of the License Start Date, and each Invoice shall be due within thirty (30) days of the Invoice Date. Subject to subsection d. below, total license fee increases, if any, in the second and subsequent years of the then-current License Term shall not exceed five percent (5%) of the license fee for the immediately preceding year unless otherwise indicated on Schedule 1-1.

c. **Additional Software and/or Authorized Sites.** During the License Term of this Appendix, the parties, upon mutual consent, may add new items of Annuity Software or additional Authorized Sites to this Appendix. For the administrative convenience of the parties, 3M shall prorate the first year's license fees for any new items of Annuity Software and/or new Authorized Sites from the implementation date for that item of Software or new Authorized Site to the next anniversary of the License Term.

d. **Additional License Term(s).** Annuity Software License fees upon the conclusion of any License Term for which the License Term is renewed or extended shall be at 3M's then-current License fee less any applicable discount, which shall be communicated to the Client at least sixty (60) days prior to the end of the then-current License Term.

## **E.2 Invoicing and Payment for Implementation and Training Fees.**

a. **Invoicing and Payment for Software Installation and Training fees.** Software installation and training fees, set forth in Schedule 1 of this Appendix 1 (1-1) will be invoiced to Client on or shortly after the License Start Date for the item(s) of Software unless otherwise set forth on Schedule 1. If Client cancels an agreed upon installation and/or training date less than seven (7) days prior to such date, or if Client is unprepared to go forward with installation and/or training on the agreed upon installation and/or training date, then 3M may invoice Client for any non-refundable travel-related costs and expenses and one day's installation and/or training (as applicable) at 3M's then current rate.

\* \* \*

## SCHEDULE 1-1

(SCHEDULE 1 TO APPENDIX 1)

### ANNUITY SOFTWARE SCHEDULE

THE SOFTWARE LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE PRODUCT DESCRIPTION	SITE TYPE LIST FEE	FEE
178490	Networking		CURAE HEALTH--121 LEINART STREET-CLINTON,TN 6006830	Install Site Only	
1.	Add	IPF-DRG	Inpatient Psychiatric DRGfinder	\$0.00	\$0.00
2.	Add	IPF-DRG I&T	Inpatient Psychiatric DRGfinder I&T*	\$500.00	\$500.00
3.	Add	IPF-RCS	Inpatient Psychiatric Reimbursement	\$0.00	\$0.00
4.	Add	IPF-RCS I&T	Inpatient Psychiatric Reimbursement I&T*	\$500.00	\$500.00
			<b>SITE SUBTOTAL:</b>		<b>\$1,000.00</b>
172420	-----	-----	LAKELAND COMMUNITY HOSPITAL--42024 HIGHWAY 195, HALEYVILLE, AL , HI2530349	Access Site	
5.	Add	IPF-DRG	Inpatient Psychiatric DRGfinder	\$4,076.00	\$3,342.32
6.	Add	IPF-RCS	Inpatient Psychiatric Reimbursement	\$1,418.00	\$1,162.76
			<b>SITE SUBTOTAL:</b>		<b>\$4,505.08</b>
174657	-----	-----	NORTHWEST MEDICAL CENTER--1530 US HIGHWAY 43, WINFIELD, AL , HI2530360	Access Site	
7.	Add	IPF-DRG	Inpatient Psychiatric DRGfinder	\$4,076.00	\$3,342.32
8.	Add	IPF-RCS	Inpatient Psychiatric Reimbursement	\$1,418.00	\$1,162.76
			<b>SITE SUBTOTAL:</b>		<b>\$4,505.08</b>

#### FEE SUMMARY:

ANNUAL SOFTWARE LICENSE &amp; SUPPORT FEES:

\$9,010.16

\*TOTAL ONE TIME, IMPLEMENTATION &amp; TRAINING FEES:

PI \$1,000.00

\*\*TOTAL CONSULTING SERVICES FEES:

\$0.00

TOTAL THIS SCHEDULE:

\$10,010.16

The fees stated above are guaranteed for a period of ninety (90) days from the Issue Date of this Schedule or December 31, 2015, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the Fees shown above include discounts for Client's commitment to a Three (3) Year term. 3M reserves the right to rescind the multi-year discount and re-price this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Schedule, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from the Agreement.

I&T = Implementation and Training PI = Phone Installed CI = Customer Installed

Client acknowledges that the 3M Inpatient Psychiatric DRGfinder and 3M Inpatient Psychiatric Reimbursement are dependent on Client contemporaneously licensing the 3M Codefinder Software. Client must keep a license for the 3M Codefinder Software in effect for the 3M Inpatient Psychiatric software to function correctly.

# AMENDMENT 1

## TO THE

### SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Software License and Services Agreement**, dated **April 16, 2015** (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Curae Health** (hereinafter referred to as "Client") with offices at **121 Leinart Street, Clinton, TN 37716** is executed on **November 6, 2015** ("Execution Date") and the terms of this Amendment shall be effective on this date unless stated otherwise.

Client and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND Schedule 1-1, the Annuity Software Schedule, as follows:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
192980	Networking	--	CURAE HEALTH--121 LEINART STREET-CLINTON, TN, HI6006830	Install Only Site	
1.	Add	APC	APCfinder Software	\$0.00	\$0.00
2.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	\$0.00	\$0.00
3.	Add	CODREF	Coding Reference Software†	\$0.00	\$0.00
4.	Add	CODREFPL	Coding Reference Plus Software†	\$0.00	\$0.00
5.	Add	CONNSFT BAS	Connections Software Basic	\$2,591.00	\$2,591.00
6.	Add	MNAPC AL A	Medical Necessity for APCfinder AL Part A	\$0.00	\$0.00
7.	Add	PHONE INST I&T	Phone Install I&T*	\$500.00	\$500.00
SITE SUBTOTAL:					\$3,091.00
192981	-----	--	NORTHWEST MEDICAL CENTER--1530 US HIGHWAY 43, WINFIELD, AL, HI2530360	Access Site	
8.	Add	APC	APCfinder Software	\$4,358.00	\$3,922.20
9.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	\$31,973.00	\$28,775.70
10.	Add	CODREF	Coding Reference Software†	\$3,660.00	\$3,660.00
11.	Add	CODREFPL	Coding Reference Plus Software†	\$3,130.00	\$3,130.00
12.	Add	CONNSFT BAS	Connections Software Basic	\$1,298.00	\$0.00
13.	Add	MNAPC AL A	Medical Necessity for APCfinder AL Part A	\$6,329.00	\$6,329.00
14.	Add	PHONE INST I&T	Phone Install I&T*	\$500.00	\$500.00
SITE SUBTOTAL:					\$46,316.90

The Parties agree the License and obligations for the Software and Services on line items **8 through 14** start on **October 23, 2015**, and will be billed in accordance with the Agreement. The Software Licensed and Services added herein shall be coterminous with the end date of this Agreement, May 21, 2018.

#### FEE SUMMARY:

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES: <sup>1</sup>	\$48,407.90
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: <sup>2</sup>	\$1,000.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
<b>TOTAL THIS AMENDMENT:</b>	<b>\$49,407.90</b>

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2015, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.



In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

3M will permit Client to simultaneously access and use their ICD-9 version of the 3M Software at no additional license charge for a period not to exceed twelve (12) months from the date of mandated use of the ICD-10 based data to permit dual coding of those records that require reporting under the ICD-9 regulations. Thereafter, Client's license for the ICD-9 version of the 3M Software shall automatically terminate. If Client desires to use the ICD-9 version of the 3M Software longer than provided for above, Client will be required to license the ICD-9 version of the 3M Software at the then-current license fees for such Software after such twelve (12) month period.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

## CURAE HEALTH

BY

NAME

TITLE

DATE

*Tim S Brown*  
*Tim S Brown*  
*CEO*  
*12/7/2015*

## 3M COMPANY

BY

NAME

TITLE

DATE

James R. McDonough

Customer Service Manager

November 6, 2015

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF **\$49,407.90** AND THE SIGNED AMENDMENT TO: **(651) 732-8469**

## FOR 3M INTERNAL USE ONLY

ISSUE DATE:

11/6/2015 MB

GPO:

\*\*\*\*\*

REVISION DATE:

SLA TYPE :

FLEX

CMR No:

BATCH NUMBER:

86641

CLIENT SITE ID:

6006830

AGREEMENT NUMBER:

ZP48DW FLEX



## AMENDMENT 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Software License and Services Agreement**, dated **April 16, 2015** (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at **575 West Murray Boulevard, Murray, Utah 84123-4611** and **Curae Health** (hereinafter referred to as "Client") with offices at **121 Leinart Street, Clinton, TN 37716** is executed on **November 6, 2015** ("Execution Date") and the terms of this Amendment shall be effective on this date unless stated otherwise.

Client and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND Schedule 1-1, the Annuity Software Schedule, as follows:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
----	Networking	--	CURAE HEALTH--121 LEINART STREET-CLINTON, TN, HI6006830	Install Only Site	
193010	-----	--	LAKELAND COMMUNITY HOSPITAL--42024 HIGHWAY 195, HALEYVILLE, AL, HI2530349	Access Site	
1.	Add	APC	APCfinder Software	\$2,888.00	\$2,599.20
2.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	\$31,973.00	\$28,775.70
3.	Add	CODREF	Coding Reference Software†	\$3,660.00	\$3,660.00
4.	Add	CODREFPL	Coding Reference Plus Software†	\$3,130.00	\$3,130.00
5.	Add	CONNSFT BAS	Connections Software Basic	\$1,298.00	\$0.00
6.	Add	MNAPC AL A	Medical Necessity for APCfinder AL Part A	\$6,329.00	\$6,329.00
7.	Add	PHONE INST I&T	Phone Install I&T*	\$500.00	\$500.00
SITE SUBTOTAL:					\$44,993.90

The Parties agree the License and obligations for the Software and Services on line items **1 through 7** start on **October 23, 2015**, and will be billed in accordance with the Agreement. The Software Licensed and Services added herein shall be coterminous with the end date of this Agreement, May 21, 2018.

### FEE SUMMARY:

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES: †	\$44,493.90
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: †	\$500.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
<b>TOTAL THIS AMENDMENT:</b>	<b>\$44,993.90</b>

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2015, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

- 1 3M will permit Client to simultaneously access and use their ICD-9 version of the 3M Software at no additional license charge for a period not to exceed twelve (12) months from the date of mandated use of the ICD-10 based data to permit dual coding of those records that require reporting under the ICD-9 regulations. Thereafter, Client's license for the ICD-9 version of the 3M Software shall automatically terminate. If Client desires to use the ICD-9 version of the 3M Software longer than provided for above, Client will be required to license the ICD-9 version of the 3M Software at the then-current license fees for such Software after such twelve (12) month period.

[INTENTIONALLY LEFT BLANK FOR SIGNATURES]

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

CURAE HEALTH

3M COMPANY

BY

*Tim S Brown*

*J. R. McDonough*

BY

NAME Tim S Brown  
TITLE CFO  
DATE 12/7/2015

NAME James R. McDonough  
TITLE Customer Service Manager  
DATE November 6, 2015

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF **\$44,993.90** AND THE SIGNED AMENDMENT TO: **(651) 732-8469**

FOR 3M INTERNAL USE ONLY				
ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
11/6/2015 MB	*****	86642	6006830	ZP48DW FLEX
REVISION DATE:	SLA TYPE : FLEX	CMR No:		



# **AMENDMENT 3** TO THE **SOFTWARE LICENSE AND SERVICES AGREEMENT**

THIS AMENDMENT to the **Software License and Services Agreement**, dated **April 16, 2015** (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Curae Health** (hereinafter referred to as "Client") with offices at **121 Leinart Street, Clinton, TN 37716** is executed on **November 6, 2015** ("Execution Date") and the terms of this Amendment shall be effective on this date unless stated otherwise.

Client and 3M agree that the above referenced Agreement is amended as follows:

- Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
- AMEND Schedule 1-1, the Annuity Software Schedule, as follows:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
193012	Networking	--	CURAE HEALTH--121 LEINART STREET-CLINTON,TN 6006830	Install Only Site	
1.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$500.00	\$500.00
SITE SUBTOTAL:					\$500.00
193013	-----	--	RUSSELLVILLE HOSP--15155 HIGHWAY 43, RUSSELLVILLE, AL, HI2530074	Access Site	
2.	Add	APC	APCfinder Software	\$3,373.00	\$3,035.70
3.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	\$36,457.00	\$32,811.30
4.	Add	CODREF	Coding Reference Software†	\$3,859.00	\$3,859.00
5.	Add	CODREFPL	Coding Reference Plus Software†	\$3,281.00	\$3,281.00
6.	Add	CONNSFT BAS	Connections Software Basic	\$1,298.00	\$0.00
7.	Add	MNAPC AL A	Medical Necessity for APCfinder AL Part A	\$6,329.00	\$6,329.00
8.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$0.00	\$0.00
9.	Add	PHONE INST I&T	Phone Install I&T*	\$500.00	\$500.00
SITE SUBTOTAL:					\$49,816.00
193014	-----	--	NORTHWEST MEDICAL CENTER--1530 US HIGHWAY 43, WINFIELD, AL , HI2530360	Access Site	
10.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$0.00	\$0.00
SITE SUBTOTAL:					\$0.00
193015	-----	--	LAKELAND COMM HOSPITAL--42024 HIGHWAY 195, HALEYVILLE, AL , HI2530349	Access Site	
11.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$0.00	\$0.00
SITE SUBTOTAL:					\$0.00

The Parties agree the License and obligations for the Software and Services on line items **2 through 9** start on **October 23, 2015**, and will be billed in accordance with the Agreement. The Software Licensed and Services added herein shall be coterminous with the end date of this Agreement, May 21, 2018.

## **FEE SUMMARY:**

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES: <sup>1</sup>	\$49,316.00
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: <sup>1</sup>	\$1,000.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
<b>TOTAL THIS AMENDMENT:</b>	<b>\$50,316.00</b>



THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2015, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

- 3M will permit Client to simultaneously access and use their ICD-9 version of the 3M Software at no additional license charge for a period not to exceed twelve (12) months from the date of mandated use of the ICD-10 based data to permit dual coding of those records that require reporting under the ICD-9 regulations. Thereafter, Client's license for the ICD-9 version of the 3M Software shall automatically terminate. If Client desires to use the ICD-9 version of the 3M Software longer than provided for above, Client will be required to license the ICD-9 version of the 3M Software at the then-current license fees for such Software after such twelve (12) month period.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

CURAE HEALTH

3M COMPANY

BY

*Tim S Brown*

*James R. McDonough*

BY

NAME *Tim S Brown*

TITLE *CFO*

DATE *12/7/2015*

NAME

James R. McDonough

TITLE

Customer Service Manager

DATE

November 6, 2015

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF \$50,316.00 AND THE SIGNED AMENDMENT TO: (651) 732-8469

FOR 3M INTERNAL USE ONLY					
ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	
11/6/2015 MB	*****	86644	6006830	ZP48DW FLEX	
REVISION DATE:	SLA TYPE:	CMR No:			
	FLEX				

# AMENDMENT 4

## TO THE

### SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Software License and Services Agreement**, dated **April 16, 2015** (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Curae Health** (hereinafter referred to as "Client") with offices at **121 Leinart Street, Clinton, TN 37716** is executed on **August 11, 2016** ("Execution Date") and the terms of this Amendment shall be effective on this date unless stated otherwise.

Client and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND Schedule 1-1, the Annuity Software Schedule, as follows:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
207242	Networking	--	CURAE HEALTH--121 LEINART STREET-CLINTON,TN 6006830	Install Only Site	
1.	Add	C&RS-ENAPG I&T	Enhanced APGfinder I&T*	\$515.00	\$515.00
2.	Add	C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS <sup>1</sup>	\$0.00	\$0.00
3.	Add	CGS I&T	Core Grouping Software I&T*	\$515.00	\$515.00
4.	Add	CGS-ENAPG AL BCBS	CGS AL BCBS (EAPG) Grouper & Reimbursement	\$0.00	\$0.00
SITE SUBTOTAL:					\$1,030.00
207243	-----	--	NORTHWEST MEDICAL CENTER--1530 US HIGHWAY 43, WINFIELD, AL, HI2530360	Access Site	
5.	Add	C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS <sup>1</sup>	\$5,538.81	\$3,046.35
6.	Add	CGS-ENAPG AL BCBS	CGS AL BCBS (EAPG) Grouper & Reimbursement	\$7,026.80	\$7,026.80
SITE SUBTOTAL:					\$10,073.15
207244	-----	--	LAKELAND COMMUNITY HOSPITAL--42024 HIGHWAY 195, HALEYVILLE, AL, HI2530349	Access Site	
7.	Add	C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS <sup>1</sup>	\$5,167.25	\$2,841.99
8.	Add	CGS-ENAPG AL BCBS	CGS AL BCBS (EAPG) Grouper & Reimbursement	\$6,546.73	\$6,546.73
SITE SUBTOTAL:					\$9,388.72
207245	-----	--	RUSSELLVILLE HOSP--15155 HIGHWAY 43, RUSSELLVILLE, AL, HI2530074	Access Site	
9.	Add	C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS <sup>1</sup>	\$5,325.36	\$2,928.95
10.	Add	CGS-ENAPG AL BCBS	CGS AL BCBS (EAPG) Grouper & Reimbursement	\$6,750.94	\$6,750.94
SITE SUBTOTAL:					\$9,679.89

<sup>1</sup> Subject to Section E.1.e of Appendix 1

#### FEE SUMMARY:

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$29,141.76
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES: <sup>PI</sup>	\$1,030.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
<b>TOTAL THIS AMENDMENT:</b>	<b>\$30,171.76</b>



THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2016, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

3. DELETE Section 2.10 to the terms and conditions, and REPLACE with the following.

**2.10 Use of Client Data.** Client acknowledges that 3M requires access to and use of Client Data in 3M's development, delivery and support of its products and services, including the Software and Services provided under this Agreement. Client therefore grants 3M a non-exclusive, non-transferable right to access, copy, store, convert and use Client Data to provide, develop, and support 3M's products and services, to perform 3M's obligations and exercise its rights under this Agreement, and to create de-identified data in accordance with 45 CFR § 164.514(b) ("De-Identified Data") and summarized aggregate data for 3M's business purposes, including, without limitation, inclusion in 3M's products and services. Client represents and warrants that Client has all rights and permissions necessary to grant 3M the rights set forth in this Section.

4. ADD Section E.1.e to the terms and conditions of Appendix 1:

**E.1.e Second Copy License.** Customer has licensed an additional copy of Software at a discounted rate based upon the original Software's current license fee. In the event that Customer cancels the original copy of the Software from the Agreement, the additional copy of the Software will be priced at the then-current list price for the Software, less any applicable discount.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

CURAE HEALTH

BY Tim S Brown

NAME Tim S Brown

TITLE CAD

DATE 8/18/2016

3M COMPANY

BY [Signature]

NAME James R. McDonough

TITLE Customer Service Manager

DATE August 11, 2016

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF \$30,171.76 AND THE SIGNED AMENDMENT TO: (651) 732-8469

FOR 3M INTERNAL USE ONLY

ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
8/11/2016 MB	*****			
REVISION DATE:	SLA TYPE :	CMR No:		
	FLEX		86923	6006830
				ZP48DW FLEX

THIS AMENDMENT to the **Software License and Services Agreement**, dated **April 16, 2015** (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Curae Health** (hereinafter referred to as "Client") with offices at **121 Leinart Street, Clinton, TN 37716** is executed on **March 14, 2017** ("**Execution Date**") and the terms of this Amendment shall be effective on this date unless stated otherwise.

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
21716 6	Networki ng	--	CURAE HEALTH--121 LEINART STREET, CLINTON, TN, HI6006830	Install Only Site	
1.	Add	C&RS-ENAPG	Enhanced APGfinder	\$0.00	\$0.00
2.	Add	C&RS-ENAPG I&T	Enhanced APGfinder I&T*	\$530.00	\$530.00
3.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$1,591.00	\$1,591.00
4.	Add	RCS APR FL	Reimbursement Calculation Software Florida APR	\$0.00	\$0.00
5.	Add	RCS APR MSMED	Reimbursement Calculation Software-APR MS Medicaid	\$0.00	\$0.00
6.	Add	RCS I&T	Reimbursement Calculation Software All Formulas I&T*	\$541.00	\$541.00
7.	Add	RCS I&T	Reimbursement Calculation Software All Formulas I&T*	\$324.00	\$324.00
8.	Add	S-APR-DRG	S-All Patient Refined DRG Software	\$0.00	\$0.00
9.	Add	S-APR-DRG I&T	S-All Patient Refined DRG Software I&T*	\$541.00	\$541.00
			<b>SITE SUBTOTAL:</b>		<b>\$3,527.00</b>
21716 7	-----	--	MERIT HEALTH BATESVILLE--303 MEDICAL CENTER DR, BATESVILLE, MS , HI2540126	Access Site	
10.	Add	APC	APCfinder Software	\$4,061.61	\$4,061.61
11.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Sft	\$40,775.75	\$40,775.75
12.	Add	CODREF	Coding Reference Software†	\$4,032.81	\$4,032.81
13.	Add	CODREFPL	Coding Reference Plus Software†	\$3,524.01	\$3,524.01
14.	Add	CONNSFT BAS	Connections Software Basic	\$2,748.00	\$0.00
15.	Add	IPF-DRG	Inpatient Psychiatric DRGfinder	\$5,710.22	\$5,710.22
16.	Add	IPF-RCS	Inpatient Psychiatric Reimbursement	\$1,815.74	\$1,815.74
17.	Add	MNAPC MS A&B	Medical Necessity for APCfinder MS Part A&B	\$6,473.28	\$6,473.28
18.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$0.00	\$0.00
19.	Add	PHONE INST I&T	Phone Install I&T*	\$541.00	\$541.00
20.	Add	RCS APR MSMED	Reimbursement Calculation Software-APR MS Medicaid	\$1,674.67	\$1,674.67
21.	Add	S-APR-DRG	S-All Patient Refined DRG Software	\$12,079.92	\$12,079.92
			<b>SITE SUBTOTAL:</b>		<b>\$80,689.01</b>
21716 9	-----	--	MERIT HEALTH GILMORE--1105 EARL FRYE BLVD, AMORY, MS, HI2540299	Access Site	
22.	Add	APC	APCfinder Software	\$5,669.49	\$5,669.49
23.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Sft	\$39,445.95	\$39,445.95

24.	Add	CODREF	Coding Reference Software†	\$4,018.28	\$4,018.28
25.	Add	CODREFPL	Coding Reference Plus Software†	\$3,509.93	\$3,509.93
26.	Add	CONNSFT BAS	Connections Software Basic	\$2,748.00	\$0.00
27.	Add	MNAPC MS A&B	Medical Necessity for APCfinder MS Part A&B	\$6,476.75	\$6,476.75
28.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$0.00	\$0.00
29.	Add	PHONE INST I&T	Phone Install I&T*	\$541.00	\$541.00
30.	Add	RCS APR MSMED	Reimbursement Calculation Software-APR MS Medicaid	\$1,615.57	\$1,615.57
31.	Add	S-APR-DRG	S-All Patient Refined DRG Software	\$11,984.60	\$11,984.60
<b>SITE SUBTOTAL:</b>					<b>\$73,261.57</b>

<b>21717 0</b>	<b>-----</b>	<b>-</b>	<b>MERIT HEALTH NW MS—1970 HOSPITAL DR, CLARKSDALE, MS, HI2540358</b>	<b>Access Site</b>	
32.	Add	APC	APCfinder Software	\$5,631.71	\$5,631.71
33.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Sft	\$50,415.45	\$50,415.45
34.	Add	CODREF	Coding Reference Software†	\$4,127.04	\$4,127.04
35.	Add	CODREFPL	Coding Reference Plus Software†	\$3,615.47	\$3,615.47
36.	Add	CONNSFT BAS	Connections Software Basic	\$2,748.00	\$0.00
37.	Add	MNAPC MS A&B	Medical Necessity for APCfinder MS Part A&B <sup>1</sup>	\$6,476.71	\$6,476.71
38.	Add	MULTICONFIG I&T	Multiple Configuration I&T*	\$0.00	\$0.00
39.	Add	PHONE INST I&T	Phone Install I&T*	\$541.00	\$541.00
40.	Add	RCS APR MSMED	Reimbursement Calculation Software-APR MS Medicaid	\$2,107.68	\$2,107.68
41.	Add	S-APR-DRG	S-All Patient Refined DRG Software	\$12,708.23	\$12,708.23
<b>SITE SUBTOTAL:</b>					<b>\$85,623.29</b>

<sup>1</sup> Customer has cancelled the first copy of the Software referred to in Section E.1.e of Appendix 1, Second Copy License. The second copy, currently licensed with a 35% discount, will now be licensed at the then-current list price, less any applicable discount.

#### FEE SUMMARY:

<b>NEW ANNUAL SOFTWARE LICENSE &amp; SUPPORT FEES:</b>	<b>\$237,950.87</b>
<b>*TOTAL NEW ONE TIME, IMPLEMENTATION &amp; TRAINING FEES: <sup>PI</sup></b>	<b>\$5,150.00</b>
<b>**TOTAL CONSULTING SERVICES FEES:</b>	<b>\$0.00</b>
<b>TOTAL THIS AMENDMENT:</b>	<b>\$713,292.95</b>

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2017, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

(Signatures follow)

(Intentionally blank except for signatures)

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

**CURAE HEALTH**

BY

NAME

TITLE

DATE

**3M COMPANY**

BY

NAME

James R. McDonough

TITLE

Customer Service Manager

DATE

March 14, 2017



PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF **\$713,292.95** AND THE SIGNED AMENDMENT TO: **(651) 732-8469**

FOR 3M INTERNAL USE ONLY				
ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
1/12/2017 MB	*****	87094	6006830	ZP48DW-15 FLEX
REVISION DATE:	SLA TYPE :			
3/8/2017 TA 3/14/2017 TA	FLEX			





In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

3. ADD Section 2.6.1 to the terms and conditions:

**2.6.1 Security Incident.** "Security Incident" shall have the same meaning as set forth in 45 C.F.R. § 164.304. In the event of a Security Incident that may impact or involves 3M Software, Services, Equipment, or the network connectivity between 3M and Client, Client shall notify 3M without unreasonably delay, but in no event later than 15 days from the date of the discovery. Client is not required to notify 3M of unsuccessful attempts for unauthorized access, use, disclosure, modification or destruction of information or interference with the general operation of Client's information system.

4. **Payment Schedule.** Notwithstanding any contrary provision of Section 8 (Fees, Invoicing and Payments) of the Agreement, the first year's license, implementation and training fees ("I&T") for the annual Software and Services set forth above shall be due as follows:

100% (non-refundable fee) the Software License fees listed above shall be paid upfront at time of signature of this Agreement.

5. ADD Section B.1 to Appendix 1 of the terms and conditions:

**B.1 License Term Extension.** Customer agrees to license the Software listed in this Agreement from 3M for an extended **Three (3)** term beginning **May 22, 2018** and ending **May 21, 2021** ("Extended Term"). After the Extended Term, this Agreement, and the License granted hereunder, shall automatically renew for successive one (1) year terms, unless either party gives the other sixty (60) days written notice prior to the applicable renewal date requesting termination of this Agreement.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

CURAE HEALTH

BY

NAME

TITLE

DATE

3M COMPANY

BY

NAME

TITLE

DATE

Customer Service Manager

October 4, 2017

PLEASE INCLUDE PAYMENT IN THE AMOUNT OF **\$101,287.07** AND THE SIGNED AMENDMENT TO: **(651) 732-8469**

FOR 3M INTERNAL USE ONLY				
ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
10/2/2017 TS	*****	12919	6006830	ZP48DW FLEX
REVISION DATE:	SLA TYPE :			
10/4/2017 RK	FLEX			
	CMR No:			
	1149414r2			



# AMENDMENT 7 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Software License and Services Agreement**, dated **April 16, 2015** (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Curae Health** (hereinafter referred to as "Client") with offices at **121 Leinart Street, Clinton, TN 37716** is executed on **December 13, 2017 ("Execution Date")** and the terms of this Amendment shall be effective on this date unless stated otherwise.

Client and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND Schedule 1-1, the Annuity Software and Schedule, as follows:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
	Delete		CHS 14 STACK 8--5600 UNITED DR SE, SMYRNA, GA , HI6006288	Host Site	
			CURAE HEALTH--121 LEINART STREET, CLINTON, TN, HI6006830	Install Only Site	
235038	-----	--	MERIT HEALTH BATESVILLE--303 MEDICAL CENTER DR, BATESVILLE, MS , HI2540126	Access Site	
	Delete	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient		
	Delete	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient		
	Delete	360E CDI	360 Encompass System - Clinical Documentation Improvement System Software		
	Delete	360E CODING EXCELLNC	360 Encompass System - Coding Excellence		
1.	Add	APC	APCfinder Software	\$4,061.61	\$2,233.89
2.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	\$40,775.75	\$22,426.67
3.	Add	CODREF	Coding Reference Software†	\$4,032.81	\$4,032.81
4.	Add	CODREFPL	Coding Reference Plus Software†	\$3,524.01	\$3,524.01
5.	Add	CONNSFT	Connections Software	\$2,748.00	\$2,748.00
6.	Add	PHONE INST I&T	Phone Install I&T*	\$541.00	\$541.00
7.	Add	S-APR-DRG	S-All Patient Refined DRG Software	\$12,079.92	\$6,643.96
<b>SITE SUBTOTAL:</b>					<b>\$42,150.34</b>
235040	-----	--	MERIT HEALTH GILMORE--1105 EARL FRYE BLVD, AMORY, MS , HI2540299	Access Site	
	Delete	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient		
	Delete	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient		
	Delete	360E CDI	360 Encompass System - Clinical Documentation Improvement System Software		
	Delete	360E CODING EXCELLNC	360 Encompass System - Coding Excellence		
8.	Add	APC	APCfinder Software	\$5,669.49	\$3,118.22
9.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	\$39,445.95	\$21,695.27
10.	Add	CODREF	Coding Reference Software†	\$4,018.28	\$4,018.28
11.	Add	CODREFPL	Coding Reference Plus Software†	\$3,509.93	\$3,509.93

12.	Add	CONNSFT	Connections Software	\$2,748.00	\$2,748.00
13.	Add	PHONE INST I&T	Phone Install I&T*	\$541.00	\$541.00
14.	Add	S-APR-DRG	S-All Patient Refined DRG Software	\$11,984.60	\$6,591.53
<b>SITE SUBTOTAL:</b>					<b>\$42,222.23</b>
<b>SCHEDULE TOTAL:</b>					<b>\$84,372.57</b>

**FEE SUMMARY:**

<b>FIRST YEAR ANNUAL SOFTWARE LICENSE &amp; SUPPORT FEES:</b>	<b>\$83,290.57</b>
<b>*TOTAL ONE TIME, IMPLEMENTATION &amp; TRAINING FEES:</b>	<b>\$1,082.00</b>
<b>**TOTAL CONSULTING SERVICES FEES:</b>	<b>\$0.00</b>
<b>TOTAL THIS AMENDMENT:</b>	<b>\$84,372.57</b>

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2017, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

**3. Payment Schedule.** Notwithstanding any contrary provision of Section 8 (Fees, Invoicing and Payments) of the Agreement, the first year's license, implementation and training fees ("I&T") for the annual Software and Services set forth above shall be due as follows:

100% (non-refundable fee) the Software License and I&T fees listed above shall be paid upfront at time of signature of this Agreement.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

**CURAE HEALTH**

BY Tim S Brown  
NAME Tim S Brown  
TITLE CEO  
DATE 12-21-2017

**3M COMPANY**

BY J.R. McDonough  
NAME James R. McDonough  
TITLE Customer Service Manager  
DATE December 13, 2017

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF **\$84,372.57** AND THE SIGNED AMENDMENT TO: **(651) 732-8469**

FOR 3M INTERNAL USE ONLY				
ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
<b>12/13/2017 TS</b>	*****	<b>13036</b>	<b>6006830</b>	<b>ZP48DW FLEX</b>
REVISION DATE:	SLA TYPE:			
	<b>FLEX</b>			
	CMR No:			
	<b>2558028</b>			



# **AMENDMENT 8** TO THE **SOFTWARE LICENSE AND SERVICES AGREEMENT**

THIS AMENDMENT to the Software License and Services Agreement, dated April 16, 2015 (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and Curae Health (hereinafter referred to as "Client") with offices at 121 Leinart Street, Clinton, TN 37716 is executed on January 23, 2018 ("Execution Date") and the terms of this Amendment shall be effective on this date unless stated otherwise.

Client and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND Schedule 1-1, the Annuity Software Schedule, with the actions contained on the Schedule attached below.
3. **Payment Schedule.** Notwithstanding any contrary provision of Section 8 (Fees, Invoicing and Payments) of the Agreement, the first year's license, implementation and training fees ("I&T") for the annual Software and Services set forth above shall be due as follows:  
100% (non-refundable fee) of the I&T fees and any Services fees and the Software License fees listed above shall be paid upfront at time of signature of this Agreement.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

CURAE HEALTH

3M COMPANY

BY Tim S Brown  
NAME Tim S Brown  
TITLE CFO  
DATE 2-5-2018

BY [Signature]  
NAME James R. McDonough  
TITLE Customer Service Manager  
DATE January 23, 2018

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF \$79,903.82 AND THE SIGNED AMENDMENT TO: (651) 732-8469

ISSUE DATE 1/23/2018 TS		GPO: *****		FOR 3M INTERNAL USE ONLY BATCH NUMBER: 13080		CLIENT SITE ID: 6006830		AGREEMENT NUMBER: ZP48DW FLEX	
REVISION DATE		SLA TYPE: FLEX		CMR No:					

3M™ AND THE 3M LOGO ARE TRADEMARKS OR REGISTERED TRADEMARKS OF 3M. THE PRODUCT NAMES MENTIONED HEREIN ARE PROTECTED UNDER ONE OR MORE TRADEMARKS OF 3M OR OF THEIR RESPECTIVE OWNERS. COPYRIGHT © 3M COMPANY 2016. ALL RIGHTS RESERVED

PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.  
Do not release or disclose any information in this Schedule under any Open Records Act, Freedom of Information Act, or equivalent law.  
Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

## SCHEDULE 1-1

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
	Web		CHS 14 STACK 8--5600 UNITED DR SE, SMYRNA, GA , HI6006288	Host Site	
230634	-----	--	MERIT HEALTH NW MS--1970 HOSPITAL DR, CLARKSDALE, MS , HI2540358	Access Site	
1.	Add	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient	\$20,515.70	\$6,370.41
2.	Add	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient	\$18,725.45	\$5,767.75
3.	Add	360E CDI	360 Encompass System - Clinical Documentation Improvement System Software	\$22,385.49	\$6,695.44
4.	Add	360E CODING EXCELLNC	360 Encompass System - Coding Excellence	\$84,136.11	\$55,968.62
5.	Add	CGS-APDRG	Core Grouping Software - APR-DRG Grouper Software	\$0.00	\$0.00
6.	Add	MNAPC MS A	Medical Necessity for APCfinder MS Part A	\$5,476.71	\$3,252.50
7.	Add	RCS APR MSMED	Reimbursement Calculation Software-APR MS Medicaid	\$2,107.68	\$1,849.10
SITE SUBTOTAL:					\$79,903.82
SCHEDULE TOTAL:					\$79,903.82

## FEE SUMMARY:

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$79,903.82
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$0.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
TOTAL THIS AMENDMENT:	\$79,903.82

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2018, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = - Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

The Parties agree the License and obligations for the above software and services start on November 1, 2017, and will be billed in accordance with the Agreement. DH B. JM.

TSB

**Exhibit A**  
**3M Customer Software Inventory**

To be completed for each 3M Customer receiving Hosting Services from CHSPSC that includes 3M Software

Name of 3M Customer: Merit Health Northwest Mississippi

3M Customer Address: 1970 Hospital Dr  
Clarksdale, MS 38614

3M Customer Software License Agreement No. ZP48DW FLEX

Term of Hosting Services Agreement 10/31/18

List of 3M Software licensed by the 3M Customer that will be hosted by CHSPSC:

☒ licensed and identified in the 3M Customer Software License Agreement, including any amendment thereto.

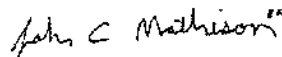
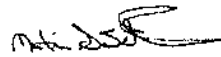
☐ listed hereafter:

CHSPSC, LLC

3M COMPANY, and its subsidiary 3M HEALTH  
INFORMATION SYSTEMS

ACKNOWLEDGED BY:

ACKNOWLEDGED BY:



NAME  
Martin G Schweinhart

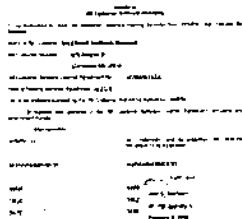
NAME  
John C. Mathison

TITLE  
Executive VP

TITLE  
VP, HIS Operations

DATE  
Feb 19, 2018

DATE  
February 8, 2018








# CW2411574 - Hosting Agreement Clarksdale MS 10.31.18.pdf

Adobe Sign Document History

02/19/2018

Created:	02/19/2018
By:	Christy Jacobs (Christy_Jacobs@chs.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAaWaFoBfb8Z7UmXqznkRRCTA-TNyPYMg5T

## "CW2411574 - Hosting Agreement Clarksdale MS 10.31.18.pdf" History

-  Document created by Christy Jacobs (Christy\_Jacobs@chs.net)  
02/19/2018 - 3:45:50 PM CST- IP address: 68.156.159.10
-  Document emailed to Martin G Schweinhart (marty\_schweinhart@chs.net) for signature  
02/19/2018 - 3:46:40 PM CST
-  Document viewed by Martin G Schweinhart (marty\_schweinhart@chs.net)  
02/19/2018 - 4:43:54 PM CST- IP address: 68.156.159.10
-  Document e-signed by Martin G Schweinhart (marty\_schweinhart@chs.net)  
Signature Date: 02/19/2018 - 4:44:08 PM CST - Time Source: server- IP address: 68.156.159.10
-  Signed document emailed to kelsey\_thompson@chs.net, Christy Jacobs (Christy\_Jacobs@chs.net), Martin G Schweinhart (marty\_schweinhart@chs.net), and spifer@mmm.com  
02/19/2018 - 4:44:08 PM CST





## AMENDMENT 9 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the Software License and Services Agreement, dated **April 16, 2015** (the "Agreement") between **3M Company and its subsidiaries**, (hereinafter referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Curae Health** (hereinafter referred to as "Client") with offices at **121 Leinart Street, Clinton, TN 37716** is effective on the date last signed ("Effective Date").

Client and 3M agree that the above referenced Agreement is amended as follows:

1. **Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.**
2. **Assignment to 3M Health Information Systems, Inc.** Under this Agreement, 3M Health Information Systems, Inc. has always been the sole entity performing all obligations hereunder. As such, this Agreement, and all rights and obligations, past and present, are assigned to 3M Health Information Systems, Inc., with offices located at 575 West Murray Blvd, Murray, UT 84123. Client shall look exclusively to 3M Health Information Systems, Inc. for performance under this Agreement. All references in the Agreement to "3M" shall mean and refer to 3M Health Information Systems, Inc.
3. **AMEND Schedule 1-1, the Annuity Software Schedule, with the actions contained on the Schedule attached below.**

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

CURAE HEALTH

3M HEALTH INFORMATION SYSTEMS, INC.

BY

*Tim S Brown*

NAME

*Tim S Brown*

TITLE

*CFO*

DATE

*8/21/2018*

BY

*John C. Mathison*

NAME

John C. Mathison

TITLE

VP of HIS Operations

DATE

August 20, 2018

PLEASE FAX YOUR PURCHASE ORDER IN THE AMOUNT OF **\$51,678.37** AND THE SIGNED AMENDMENT TO: **(651) 732-8469**

FOR 3M INTERNAL USE ONLY				
ISSUE DATE:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:
8/20/2018 TS	*****	13372	6006830	ZP48DW FLEX
REVISION DATE:	SLA TYPE:	CMR No:		
	FLEX	6006830		

4697440

**PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this Schedule under any Open Records Act, Freedom of Information Act, or equivalent law.

Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

**SCHEDULE 1-1**

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
<b>Web</b>					
			CHS 14 STACK 8--5600 UNITED DR SE, SMYRNA, GA , HI6006288	Host Site	
			MERIT HEALTH NW MS--1970 HOSPITAL DR, CLARKSDALE, MS , HI2540358	Access Site	
	Delete	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient		
	Delete	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient		
	Delete	360E CDI	360 Encompass System - Clinical Documentation Improvement System Software		
	Delete	360E CODING EXCELLNC	360 Encompass System - Coding Excellence		
			CURAE HEALTH—121 LEINART STREET, CLINTON, TN, HI6006830	Install Only Site	
248433	-----	--	MERIT HEALTH NW MS--1970 HOSPITAL DR, CLARKSDALE, MS , HI2540358	Access Site	
1.	Add	APC	APCfinder Software	\$5,998.59	\$4,019.06
2.	Add	C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	\$47,105.89	\$31,560.95
3.	Add	CODREF	Coding Reference Software†	\$4,242.37	\$4,242.37
4.	Add	CODREFPL	Coding Reference Plus Software†	\$3,711.77	\$3,711.77
5.	Add	CONNSFT	Connections Software	\$2,857.00	\$2,857.00
6.	Add	PHONE INST I&T	Phone Install I&T*	\$562.00	\$562.00
7.	Add	S-APR-DRG	S-All Patient Refined DRG Software	\$7,052.56	\$4,725.22
<b>SITE SUBTOTAL:</b>					<b>\$51,678.37</b>
The Parties agree the License and obligations for the above Software and Services start on September 12, 2018, and will be billed in accordance with the Agreement.					

**FEE SUMMARY:**

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$51,116.37
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$562.00
**TOTAL CONSULTING SERVICES FEES:	\$0.00
<b>TOTAL THIS AMENDMENT:</b>	<b>\$51,678.37</b>

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2018, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ Underscored Text = Addition I&T = Implementation and Training PI = Phone Installed CI = Client Installed

1. 3M and Customer agree that the 3M Software with an action of "Delete" as denoted above shall be terminated effective on the **September 12, 2018** (the "Termination Date"), **provided that Customer within five (5) business days from the Termination Date:** a) contacts 3M Customer Care at **800-435-7776** to schedule a de-installation of the 3M Software from the Customer's Equipment by 3M, or b) de-installs the Software and certifies, in writing to 3M, that the 3M Software has been removed from Customer's Equipment and the 3M Software and applicable

Documents have either been: i) returned to 3M, or ii) destroyed by Customer (including all copies, regardless of media). In either case, Customer shall immediately cease the use of the 3M Software and associated Documents.

2. IN THE EVENT CUSTOMER DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, AS SET FORTH ABOVE, 3M SHALL DEEM THE 3M SOFTWARE, LICENSED UNDER THIS AGREEMENT, STILL IN USE BY THE CUSTOMER AND CUSTOMER'S OBLIGATIONS WITH RESPECT TO SUCH SOFTWARE UNDER THE AGREEMENT SHALL CONTINUE IN EFFECT. FURTHERMORE, 3M SHALL CONTINUE TO INVOICE CUSTOMER AND CUSTOMER SHALL CONTINUE TO PAY THE APPLICABLE FEES HEREUNDER, UNTIL SUCH TIME AS THE TERMINATION PROVISIONS OF THIS AMENDMENT ARE SATISFIED.





## AMENDMENT No. 10

August 28, 2018

Attn: Sandy Bumbalough  
Curae Health  
121 Leinart Street  
Clinton, TN 37716

**RE: Curae Health ("Client") Request to Remove Northwest Medical Center Inc. (2530360)**  
**("Install/Access Site")**  
**Agreement #: ZP48DW – 15 FLEX**  
**Effective Date: April 16, 2015**

Dear Ms. Bumbalough:

This amendment letter ("Amendment") removes the Install/Access Site following signature of the Northwest Medical Center Inc. Agreement # 13312-18 MSSA ("Successor Agreement") which adds the Install/Access Site as an authorized site under the Successor Agreement. Therefore, the Install/Access Site is hereby removed from your Agreement as follows:

**Install/ Access Site is removed from the Agreement as of May 22, 2018.**

Please review your Agreement for your obligations, which may include, but are not limited to:

- Cease use of the 3M software and documents.
- De-install the 3M software by contacting 3M Support at 800-320-3592 or 800-435-7776 or login to <https://support.3Mhis.com> ("Support Portal").
- When applicable provide written certification that 3M software has been de-installed and the applicable documents have been returned or destroyed.
- Maintain obligations of confidentiality.
- Pay any outstanding fees.

If you have any questions or concerns, please contact your Customer Relationship Executive.

Sincerely,

John C. Mathison  
VP of HIS Operations  
[jcmathison2@mmm.com](mailto:jcmathison2@mmm.com)

## SUMMARY OF INVOICES

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Billing Period</b>	<b>Invoice Amount</b>	<b>Pre-Petition Amount</b>	<b>Post-Petition Amount</b>	<b>Outstanding Amount</b>
SC73280	04/09/2018	05/22/2018-05/21/2019	\$257,637.14	\$14,990.43	\$45,137.34	\$60,124.77
SC76845	07/03/2018	08/01/2018-05/21/2019	\$7,889.36	\$619.39	\$7,269.97	\$7,889.36
SC78575	08/24/2018	N/A	\$35,853.29	\$0.00	\$35,853.29	\$35,853.29
<b>TOTALS</b>				\$15,609.82	\$88,260.60	\$103,867.42

**3M Health Information Systems**

3M Tax ID: 52-1322009

Account#:CHC9156

Invoice#	Invoice Amount
SC73280	\$ 257,637.14
Invoice Date	Due Date
04/09/2018	05/09/2018
PO # or Reference	Terms
-	Net 30

**INVOICE****Bill To:**

Accounts Payable  
Curae Health  
1721 Midpark Rd.  
KNOXVILLE, TN 37921

<b>Billing Inquiries:</b> Jean Graser, Billing Specialist	jsgraser@mmm.com	<b>Phone:</b> 801-265-4541
		<b>Fax:</b> 651-732-9962

<b>Contract Reference:</b> Renewal Billing	<b>3M Contract #:</b> ZP48DW
<b>Billing Period:</b> 05/22/2018 - 05/21/2019	<b>Contract Term:</b> 05/22/2018 - 05/21/2021

SKU Code	Description	Quantity	Amount
<b>Curae Health CLINTON, TN (6006830)</b>			
APC	APCfinder Software	1.00	\$0.00
C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	1.00	\$0.00
C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS	1.00	\$0.00
CGS-ENAPG AL BCBS	CGS AL BCBS (EAPG) Grouper & Reimbursement	1.00	\$0.00
CODREF	Coding Reference Software	1.00	\$0.00
CODREFPL	Coding Reference Plus Software	1.00	\$0.00
CONNSFT BAS	Connections Software Basic	1.00	\$2,775.48
IPF-DRG	Inpatient Psychiatric DRGfinder	1.00	\$0.00
IPF-RCS	Inpatient Psychiatric Reimbursement	1.00	\$0.00
MNAPC ALA	Medical Necessity for APCfinder AL Part A	1.00	\$0.00
<b>Curae Health Total:</b>			<b>\$2,775.48</b>

**Lakeland Community Hospital Haleyville, AL (2530349)**

APC	APCfinder Software	1.00	\$2,867.80
C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	1.00	\$31,749.27
C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS	1.00	\$2,955.67
CODREF	Coding Reference Software	1.00	\$4,038.21
CODREFPL	Coding Reference Plus Software	1.00	\$3,453.44
CONNSFT BAS	Connections Software Basic	1.00	\$0.00
IPF-DRG	Inpatient Psychiatric DRGfinder	1.00	\$3,580.29



## 3M Health Information Systems

3M Tax ID: 52-1322009

Account#:CHC9156

Invoice#	Invoice Amount
SC73280	\$ 257,637.14
Invoice Date	Due Date
04/09/2018	05/09/2018
PO # or Reference	Terms
-	Net 30

## INVOICE

IKU Code	Description	Quantity	Amount
<b>Lakeland Community Hospital Haleyville, AL (2530349)</b>			
PF-RCS	Inpatient Psychiatric Reimbursement	1.00	\$1,245.55
INAPC ALA	Medical Necessity for APCfinder AL Part A	1.00	\$6,584.69
<b>Lakeland Community Hospital Total:</b>			<b>\$66,474.92</b>
<b>Northwest Medical Center Winfield, AL (2530360)</b>			
APC	APCfinder Software	1.00	\$4,327.51
C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	1.00	\$31,749.27
C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS	1.00	\$3,168.20
CODREF	Coding Reference Software	1.00	\$4,038.21
CODREFPL	Coding Reference Plus Software	1.00	\$3,453.44
CONNSFT BAS	Connections Software Basic	1.00	\$0.00
PF-DRG	Inpatient Psychiatric DRGfinder	1.00	\$3,687.70
PF-RCS	Inpatient Psychiatric Reimbursement	1.00	\$1,282.91
INAPC ALA	Medical Necessity for APCfinder AL Part A	1.00	\$6,584.69
<b>Northwest Medical Center Total:</b>			<b>\$58,291.93</b>
<b>Russellville Hosp RUSSELLVILLE, AL (2530074)</b>			
APC	APCfinder Software	1.00	\$3,349.39
C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	1.00	\$36,201.89
C&RS-ENAPGALBCBS	EAPGfinder for Alabama BCBS	1.00	\$3,046.11
CODREF	Coding Reference Software	1.00	\$4,257.77
CODREFPL	Coding Reference Plus Software	1.00	\$3,620.04
CONNSFT BAS	Connections Software Basic	1.00	\$0.00
INAPC ALA	Medical Necessity for APCfinder AL Part A	1.00	\$6,584.69
<b>Russellville Hosp Total:</b>			<b>\$57,059.89</b>
<b>Merit Health NW MS CLARKSDALE, MS (2540358)</b>			
360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient	1.00	\$6,625.23
360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient	1.00	\$5,998.46
360E CDI	360 Encompass System - Clinical Documentation Improvement System Software	1.00	\$6,963.26





3M Health Information Systems

3M Tax ID: 52-1322009

Account#:CHC9156

Invoice#	Invoice Amount
SC73280	\$ 257,637.14
Invoice Date	Due Date
04/09/2018	05/09/2018
PO # or Reference	Terms
-	Net 30

# INVOICE

KU Code	Description	Quantity	Amount
<b>Merit Health NW MS CLARKSDALE, MS (2540358)</b>			
60E CODING EXCELLNC	360 Encompass System - Coding Excellence	1.00	\$58,207.36
GS-APRDRG	Core Grouping Software - APR-DRG Grouper Software	1.00	\$0.00
ANAPC MS A	Medical Necessity for APCfinder MS Part A	1.00	\$3,317.55
RCS APR MSMED	Reimbursement Calculation Software-APR MS Medicaid	1.00	\$1,923.06
<b>Merit Health NW MS Total:</b>			<b>\$83,034.92</b>

**Total Invoice** **\$257,637.14**



**We appreciate your business**

For questions regarding the information on this invoice please visit our website :

<[https://support.3mhis.com/app/answers/detail/a\\_id/25557](https://support.3mhis.com/app/answers/detail/a_id/25557)>

**Additional Contact Information:**

**Billing Inquiries:** Jean Graser  
801-265-4541  
jsgraser@mmm.com  
Fax: 651-732-9962

**Address Change:** Susan Baer  
sbaer@mmm.com  
801-265-4694  
Fax: 651-732-7896

**Credit & Account  
Status Inquiries:** Brian Murdock  
bmurdock@mmm.com  
801-265-4610  
Fax: 801-265-4302

3M is going GREEN! If you would like to have your invoices sent directly to an email address, please provide the email address and the attention to name so that we can accommodate your needs.

Please detach and return with payment

**Please Remit Payment To:**

**3M Health Information Systems  
Dept 0881  
PO Box 120881  
Dallas**

**TX 75312-0881**

Invoice#	Invoice Amount
SC73280	\$ 257,637.14
Invoice Date	Due Date
04/09/2018	05/09/2018
PO # or Reference	Terms
-	Net 30

Amount Enclosed: \_\_\_\_\_



3M Health Information Systems

3M Tax ID: 52-1322009

Account#:CHC9156

Invoice#	Invoice Amount
SC76845	\$ 7,889.36
Invoice Date	Due Date
07/03/2018	08/02/2018
PO # or Reference	Terms
-	Net 30

# INVOICE

**Bill To:**

Accounts Payable  
Curae Health  
1721 Midpark Rd.  
KNOXVILLE, TN 37921

<b>Billing Inquiries:</b> Jean Graser, Billing Specialist	jsgraser@mmm.com	<b>Phone:</b> 801-265-4541
		<b>Fax:</b> 651-732-9962

<b>Contract Reference:</b> Renewal Billing	<b>3M Contract #:</b> ZP48DW
<b>Billing Period:</b> 08/01/2018 - 05/21/2019	<b>Contract Term:</b> 05/22/2018 - 05/21/2021

SKU Code	Description	Quantity	Amount
<b>Merit Health Batesville Batesville, MS (2540126)</b>			
MNAPC MS A&B	Medical Necessity for APCfinder MS Part A&B	1.00	\$2,619.82
RCS APR MSMED	Reimbursement Calculation Software APR MS Medicaid	1.00	\$1,348.91
<b>Merit Health Batesville Total:</b>			<b>\$3,968.73</b>
<b>Merit Health Gilmore AMORY, MS (2540299)</b>			
MNAPC MS A	Medical Necessity for APCfinder MS Part A	1.00	\$2,619.32
RCS APR MSMED	Reimbursement Calculation Software APR MS Medicaid	1.00	\$1,301.31
<b>Merit Health Gilmore Total:</b>			<b>\$3,920.63</b>

**Total Invoice**

**\$7,889.36**



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<[https://support.3mhis.com/app/answers/detail/a\\_id/25557](https://support.3mhis.com/app/answers/detail/a_id/25557)>

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**3M Health Information Systems  
Dept 0881  
PO Box 120881  
Dallas**

**TX 75312-0881**

Invoice#	Invoice Amount
SC76845	\$ 7,889.36
Invoice Date	Due Date
07/03/2018	08/02/2018
PO # or Reference	Terms
-	Net 30

Amount Enclosed: \_\_\_\_\_



3M Health Information Systems

3M Tax ID: 52-1322009

Account#:CHC9156

Invoice#	Invoice Amount
SC78575	\$ 35,853.29
Invoice Date	Due Date
08/24/2018	09/23/2018
PO # or Reference	Terms
-	Net 30

# INVOICE

**Bill To:**

Accounts Payable  
Curae Health  
1721 Midpark Rd.  
KNOXVILLE, TN 37921

<b>Billing Inquiries:</b> Jean Graser, Billing Specialist	jsgraser@mmm.com	<b>Phone:</b> 801-265-4541
		<b>Fax:</b> 651-732-9962

<b>Contract Reference:</b> New-Annual Billing	<b>3M Contract #:</b> ZP48DW-15 FLEX
<b>Billing Period:</b>	<b>Contract Term:</b> 05/22/2018 - 05/21/2021

SKU Code	Description	Quantity	Amount
<b>Merit Health NW MS CLARKSDALE, MS (2540358)</b>			
APC	APCfinder Software	1.00	\$2,774.80
C&RS	Coding, Classification & Reimbursement System with Advanced Analyzer Software	1.00	\$21,790.02
CODREF	Coding Reference Software	1.00	\$2,928.98
CODREFPL	Coding Reference Plus Software	1.00	\$2,562.65
CONNSFT	Connections Software	1.00	\$1,972.50
PHONE INST I&T	Phone Install I&T	1.00	\$562.00
S-APR-DRG	S-All Patient Refined DRG Software	1.00	\$3,262.34
<b>Merit Health NW MS Total:</b>			<b>\$35,853.29</b>

**Total Invoice**

**\$35,853.29**



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Invoice#	Invoice Amount
SC78575	\$ 35,853.29
Invoice Date	Due Date
08/24/2018	09/23/2018
PO # or Reference	Terms
-	Net 30

Amount Enclosed: \_\_\_\_\_



# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05676 Batesville Regional Medical Center Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6826021)

**Claim No:** 45

*Status:*

3M Company

*Original Filed*

*Filed by:* CR

Alison Elko Franklin

*Date:* 01/21/2019

*Entered by:* admin

Dentons US LLP

*Original Entered*

*Modified:*

303 Peachtree St., Ste. 5300

*Date:* 01/21/2019

Atlanta, GA 30308

Amount claimed: \$103867.42

Priority claimed: \$88260.60

*History:*

[Details](#) [45-1](#) 01/21/2019 Claim #45 filed by 3M Company, Amount claimed: \$103867.42 (admin)

*Description:*

*Remarks:*

### Claims Register Summary

**Case Name:** Batesville Regional Medical Center Inc.

**Case Number:** 3:18-bk-05676

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$103867.42
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>	\$88260.60	
<b>Administrative</b>		