

IARP MEMBER - FAIR HEALTH® LICENSING AGREEMENT

FAIR HEALTH, INC., a New York not-for-profit corporation with offices located at 530 Fifth Avenue, 18th Floor, New York, NY 10036 (“**FAIR Health**”), and Licensee named on the signature page (“**Licensee**”), hereby agree as follows:

Licensee desires to license certain data, software and products, and to obtain certain services from FAIR Health, and FAIR Health has agreed to license certain data and software products and to provide services to Licensee, in accordance with the terms and conditions of this FAIR Health Licensing Agreement (“**Agreement**”), dated as of the date that both parties have executed this Agreement below (“**Effective Date**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

The following definitions shall apply to this Agreement, including to all schedules attached to or referencing this Agreement:

- (a) “**Affiliate**” means a company, which controls (control meaning majority ownership), is controlled by or is under common control with a party.
- (b) “**Client**” means Licensee’s client or customer receiving life care planning services from Licensee, its employees and/or its contractors.
- (c) “**Data Products**” or “**Data**” means all databases, data sets and other collections of information licensed from FAIR Health under this Agreement.
- (d) “**Documentation**” means all user manuals, release notes, and other written specifications, guides or instructions made available to Licensee in connection with the Data Products or Software, which may be provided electronically.
- (e) “**Life Care Plan**” means a report or other documentation, whether in oral or written form, that in whole or in part includes, incorporates, is based on or is derived from the data, and that is provided to or on behalf of a Client.
- (f) “**Order**” means each order placed by Licensee in writing from time to time, including the Order Form attached hereto and substantially similar Order Forms, that lists Software, Data Products and/or Services to be provided to Licensee under this Agreement and the prices to be charged for them.
- (g) “**Service Provider**” shall mean any person or entity which has been retained by FAIR Health to perform certain research, analytical, data management, training, customer support, technical support, production-related, maintenance or other services.
- (h) “**Services**” shall mean all training, research, analytical, data management, support, maintenance, reporting and other services FAIR Health provides to Licensee pursuant to this Agreement.
- (i) “**Software**” shall mean all software programs Licensee licenses from FAIR Health pursuant to this Agreement, including all updates and revisions to such software that FAIR Health provides to Licensee, and all Documentation provided with such software.
- (j) “**User**” means Licensee and its employees and contractors (if and to the extent permitted herein) who access Data in the course of providing life care planning services to Clients.

2. License Terms. FAIR Health grants to Licensee a nonexclusive, non-transferable license to use the Software or Data Products listed in each Order, during the Term of this Agreement, within the United States, solely for Licensee’s internal use, and only as permitted herein and for no other purposes. The license to use the Data includes a nontransferable, nonexclusive sublicense to use the CPT Codes and ASA Content, as such terms are defined below in Section 10 (“CPT, CDT and ASA Terms”), embedded in the Data solely for internal use by Licensee within the United States.

3. Scope of Use. Licensee may use the Data solely to develop cost projections of future health care costs for individuals in connection with personal injury or workers’ compensation claims.

3.1 Limits on Use. Licensee’s right to use the Data is limited to the uses stated in this Agreement. Any other use is prohibited unless FAIR Health has agreed to such use in a written amendment to this Agreement. Prohibited uses of Data include using Data to perform medical diagnostic functions, set treatment procedures or as a substitute for the medical judgment of a physician or qualified health care provider. **Without limiting the foregoing, Licensee shall not use the Data in connection with evaluating existing claims, or setting or reviewing fees for delivered healthcare services. Licensee will not state or imply that Licensee is an expert with respect to the Data. Licensee will not testify or represent that Licensee has actual knowledge of, or expertise in,**

the Data or FAIR Health’s methods, analyses and other processes developing the Data. Upon request, Licensee will provide FAIR Health with the case name or other information sufficient to identify any legal proceeding in connection with which Licensee has used or is using the Data. Other than the foregoing, Licensee shall not disclose any Data or any Confidential Information in any other legal proceeding without informing FAIR Health in advance and allowing FAIR Health an opportunity to seek a protective order or other judicial relief prior to any disclosure.

3.2 Data Do Not Constitute a Fee Schedule. The parties agree and acknowledge that FAIR Health is not determining, developing or establishing appropriate fee or reimbursement levels for Licensee and its business, and that the Data represent information drawn from healthcare claims data contributed to FAIR Health. If the Data Products include benchmarks data, the parties agree such data are benchmarks for various procedures, services, products and geographic areas based on the claims data contributed to FAIR Health. The Data Products are not fee schedules and should not be used as a substitute for Licensee’s own judgment in setting its own fee schedules or reimbursement levels. The Data do not constitute stated or implied “reasonable and customary” charges nor report actual allowed amounts associated with any payor or plan, and FAIR Health is not responsible for developing or establishing any fee schedule, reimbursement level, or “reasonable and customary” charge for use in Licensee’s business. Any reliance upon, interpretation of or use of the Data by Licensee for any purpose is in Licensee’s sole discretion. Licensee shall not represent or characterize the Data or its use of the Data in any way contrary to the description expressed herein. If Licensee modifies the Data in any way, any description of such modified Data shall include an accurate description of all modifications. Licensee shall comply with all laws, orders, regulations or directions of government applicable to its use, in any way, of the Data, and to its acts, omissions or decisions made in connection with or after consulting the Data.

3.3 Allowed Modules. FH Allowed Benchmarks are imputed values intended to approximate the fees that may be negotiated between insurers and providers as the allowed amount for a particular service or procedure in a geographic area when performed in-network. Each allowed benchmark is derived by applying a calculated ratio to provider charges. The ratio is imputed through analysis of both allowed and charge data. FAIR Health makes no representation as to the accuracy of the benchmarks or that they reflect any actual amount allowed or paid by any payor or plan. FAIR Health support in connection with any legal challenges or governmental inquiry related to Licensee’s use of any Allowed Benchmarks Data will be limited to explanation of its methodology, and the non-discounted charge data from which the Allowed Benchmark values are derived. In no event shall Licensee seek, nor will FAIR Health provide, any data on underlying allowed amounts used in determining any Allowed Benchmark, and Licensee shall object to and seek to quash any attempt by any opposing party to obtain such data, and cooperate with any efforts by FAIR Health to quash any such demand for underlying allowed amount data. Licensee expressly agrees and acknowledges that such data is confidential, proprietary, and/or trade secret information of FAIR Health and/or its contributors, and is subject to strict confidentiality obligations between FAIR Health and its data contributors. In the event Licensee or FAIR Health is compelled to produce any underlying allowed amount data, Licensee agrees that it will modify as needed, or withdraw, any report, affidavit or testimony that uses or relies upon FAIR Health Allowed Benchmarks to render the request or demand for such data moot.

3.4 FH Online. FAIR Health will make the Data available to Licensee through its FH Online query tool (which is included in the definition of “Software” in the Agreement), an Internet accessible tool that help users of the Data look up Data for certain modules for which a license has been purchased. Licensee may access FH Online only in accordance with the terms of use posted on the FH Online web site. If Licensee licenses the FH Online product, the license fee paid by Licensee includes the license fee for a single user unless noted in the Order. FAIR Health may elect, in its sole discretion, to modify or discontinue FH Online at any time, provided that it will provide a reasonably appropriate substitute product for the licensed product, if it has such a substitute product available.

3.5 Support. Licensee may obtain technical and general telephone support for the Data from FAIR Health, at no additional charge, during FAIR Health’s normal business/support hours. Technical telephone support consists primarily of answering questions regarding training, installation, setup, Data structure, design, and updates. Licensee may also review certain designated information concerning the Data methodologies and the processing surrounding the collection, compilation or maintenance of the Data, on FAIR Health’s publically available website <http://fairhealth.org/>. FAIR Health will offer support and training on the Data and the Documentation via webinar or at the Licensee’s location upon request, provided that Licensee agrees to pay FAIR Health’s then-current fees plus reasonable travel expenses related thereto.

3.6 Third Party Access to Data Restricted; Liability for Agent's Acts. In the event that Licensee wishes to use a third party service provider, contractor or agent to access the Software, the Data Products or a database produced through use of any Software, Licensee must obtain FAIR Health's prior written approval of such access by such third party and the third party must sign an appropriate nondisclosure agreement with Licensee or with FAIR Health, which agreement shall contain terms at least as strict as those set forth in Section 9 of this Agreement; and if that agreement is between a third party and Licensee, Licensee shall provide FAIR Health with a copy of it upon request. Notwithstanding the foregoing, Licensee remains responsible for protecting the confidentiality of the Software, Data Products and Services that it, its Affiliates or its agents obtains from FAIR Health. Except as permitted by this Agreement, Licensee shall have no right to allow any person or entity who is not a party to this Agreement to access the Software or Data Products directly or indirectly in any way, except its authorized employees. Licensee shall be and remain responsible and liable for its employees' acts and omissions. If any such employee takes any action or omits to take any action that would breach this Agreement if it were Licensee, Licensee shall (i) promptly notify FAIR Health of same; (ii) immediately cease providing such employee with access to the Software, the Data Products or the database produced through use of any Software; and (iii) be deemed to be in breach of this Agreement as if such action or omission were or were not taken by Licensee. FAIR Health may use subcontractors or agents to perform Services under this Agreement and FAIR Health shall remain responsible for all its obligations under this Agreement.

3.7 Except as expressly permitted herein, Licensee shall not (i) copy, reproduce, modify, perform, display or excerpt the Software or Data Products for any purpose other than as expressly permitted under this Agreement; (ii) publish, distribute, sell, rent, license, sublicense, share, transfer, lease or otherwise make available the Software or Data Products (or any copy or portion thereof) to any person that is not a party to this Agreement or an employee of Licensee, (iii) create any derivative works (including translations) of the Software or Data Products, or use the Software or Data Products to provide service bureau or similar services to third parties (unless expressly permitted in this Agreement); or (iv) attempt to reverse engineer, disassemble, decompile or otherwise attempt to derive or obtain copies of the source code, algorithms, or methodologies included in or used to create, the Software or Data Products, or to identify individual patients or members, Data sources, persons, payers, or providers included in any Data.

3.8 Licensee may make copies of the Software and the Data Products only for backup, archival and disaster recovery, including for disaster recovery testing, purposes, and may maintain them only during the Term of this Agreement. On each such copy of the Software or Data Products, Licensee shall reproduce all notices or legends appearing on the original copy, including all copyright and trademark notices. All copies of the Software and Data Products made or received by Licensee can be used only as permitted under this Agreement. Licensee shall maintain records of the number and location of all copies of the Software and Data Products Licensee has made or received, and provide such information to FAIR Health within ten (10) days after FAIR Health's written request at any time.

4. Licensee's Responsibilities.

4.1 Licensee will provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to use the Software and the Data Products. Any failure of performance by FAIR Health or of the Data Products or Software shall not be considered a breach of this Agreement if such failure results from Licensee's failure to provide the computer hardware, software, communications equipment, or associated peripherals or support recommended by FAIR Health.

4.2 Twice per year, upon request from FAIR Health and using the form provided by FAIR Health, Licensee shall promptly report to FAIR Health the number of individual users accessing the Data at each Licensee site. Such reports will be requested in January for semi-annual reporting period ending December 31, and in July for semi-annual reporting period ending June 30.

4.3 FAIR Health, its management, Service Providers, auditors and regulators shall have the right to inspect and audit (or to designate a third-party firm to inspect and audit), Licensee's records, databases and reports that are related to: (i) the calculation of license fees payable by Licensee under this Agreement, (ii) Licensee's reports related to the number of Licensee's members, covered lives and or users accessing the Software and Data Products or Documentation, (iii) disputed invoices, and (iv) determining whether the Licensee is complying with the terms of this Agreement. FAIR Health agrees to provide Licensee with

reasonable notice of any such audit (of not less than 20 days), and will hold all of Licensee's records in confidence. Such audits shall occur no more often than once per year, unless FAIR Health has reason to believe Licensee is in violation of any of its obligations hereunder, and in conducting such audit, FAIR Health shall not unreasonably interfere with Licensee's normal business operations. Licensee shall cooperate fully and in good faith with FAIR Health's internal or external auditors or Service Providers to ensure a prompt and accurate audit. In addition, Licensee shall promptly correct any practices found to be deficient and non-compliant with this Agreement and Licensee shall, without limitation of other rights and remedies, promptly pay any underpayment of fees, together with specified interest thereon, and, if the audit determines any such underpayment to exceed ten percent (10%) of the fees paid, Licensee shall pay the costs of the audit.

4.4 In the event that (a) Licensee uses or accesses any information or communication systems owned or operated by FAIR Health, its Affiliates or any of their Service Providers ("**FAIR Health Systems**"), or (b) FAIR Health uses any proprietary tools, computer programs, algorithms, databases, methods and techniques, processes and other materials and ideas developed by FAIR Health or others ("**FAIR Health Tools**") to perform Services for Licensee, Licensee agrees that it will use and access such FAIR Health Systems and Tools only as authorized by FAIR Health, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to FAIR Health Systems, Tools or Data Products which are disclosed to Licensee. Licensee agrees it will not, and will use its best efforts to ensure that its employees do not: (i) knowingly introduce any virus, Trojan horse, worm, or other disabling code into the FAIR Health Systems or Data Products; (ii) allow third parties to have access to the FAIR Health Systems, Tools or Data Products except as permitted herein; (iii) attempt to access any portions of the FAIR Health Systems, Tools or Data Products that are not needed in order for Licensee to use its license of the Data; (iv) use the FAIR Health Systems, Tools or Data Products in any manner that may damage or impair the FAIR Health Systems or Data Products, FAIR Health, its Affiliates, whether now in existence or hereafter created, or any of their Service Providers; or (v) attempt to circumvent or bypass FAIR Health's security procedures for the FAIR Health Systems, Tools, Software or Data Products. Licensee acknowledges and agrees that the FAIR Health Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, as between Licensee and FAIR Health, shall remain the sole property of FAIR Health.

4.5 Licensee recognizes the importance to Licensee and FAIR Health of accurately representing FAIR Health's Data Products. Accordingly, Licensee agrees to notify FAIR Health promptly in writing (but no more than five (5) business days) after learning of a legal challenge or government inquiry ("**Claim**") that involves or reasonably could involve issues regarding the integrity, validity, reliability or admissibility of FAIR Health's Data and Data Products, including the collection, compilation or maintenance of the Data or any of the methodologies underlying such Data. Licensee must notify all its Clients and Users that they must notify Licensee and/or FAIR Health of any such Claim as soon as they become aware of it. At FAIR Health's request, Licensee shall also promptly send to FAIR Health copies of applicable court filings, and information on the subject matter of the challenge or inquiry (including but not limited to a copy of the claim(s) that gave rise to the dispute or question(s) and a copy of the Life Care Plan). Licensee shall not disclose any Data or any Confidential Information relating to the Data in any legal proceeding unless (a) Licensee is required by law to make such disclosure, and (b) Licensee informs FAIR Health in advance and cooperates with FAIR Health to seek a protective order or other judicial relief prior to any disclosure.

5. Prices and Payment.

6. Licensee shall pay FAIR Health for the Software, Data Products and Services in the amounts set forth each Order. Licensee shall pay FAIR Health for any additional billable services that Licensee requests and FAIR Health performs and which are not specified in the Order, at FAIR Health's then-current time and materials rates. Licensee will reimburse FAIR Health for all reasonable out of pocket expenses incurred in performing under this Agreement with prior authorization from Licensee, including for transportation, hotel accommodations, meals, telephone calls, overnight couriers and reasonable attorneys' fees. FAIR Health will provide Licensee with copies of receipts for any expenses over fifty dollars (\$50) at Licensee's request. Expenses reimbursed under this Section are not refundable by FAIR Health to Licensee for any reason. All invoices and payments will be in U.S. dollars and will be sent to the address designated by FAIR Health in its invoice. Licensee shall pay all applicable sales, use, and any other taxes (other than FAIR Health's U.S. federal and state income

taxes), however designated, which are collected or levied with respect to this Agreement, unless Licensee is exempt from such taxes and provides FAIR Health with appropriate documentation of such exemption. Licensee agrees to pay all fees and expenses invoiced by FAIR Health within thirty (30) days after the date of each invoice. Payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law.

7. Warranties and Limitation of Warranties.

7.1 FAIR Health represents and warrants to Licensee that:

(a) FAIR Health has the right to license the Software and Data Products to Licensee. All rights, including, without limitation, all rights in patents, copyrights, trademarks and trade secrets, encompassed in the Software and Data Products will remain in FAIR Health or its licensors, as applicable. Licensee does not obtain any rights in the Software or Data Products except the limited right to use the Software and Data Products during the Term as provided in this Agreement.

(b) For a period of ninety (90) days following the execution of this Agreement (the “**Warranty Period**”), the Software will perform substantially in accordance with, and the Data Products will conform substantially to, the applicable Documentation for the licensed release of such Software or Data Product. If the Software fails to perform substantially in accordance with, or the Data fail to conform substantially to, the Documentation during the Warranty Period, Licensee shall notify FAIR Health in writing, and FAIR Health shall repair or replace the affected Software or Data Product. If FAIR Health is unable to repair or replace the Software or Data Product within sixty (60) days after receiving such written notice during the Warranty Period from Licensee, upon Licensee’s written request and as Licensee’s sole remedy for a breach of this Section (b), FAIR Health will refund the license fees Licensee paid for such Software or Data (if any), Licensee shall return any Software or Data Products received and destroy any copies thereof, and the license to use such Software or Data shall be deemed to be terminated. These warranties are void if (i) Licensee modifies the Software or the Data Products, (ii) Licensee uses the Software or Data Products in any manner that is not allowed under this Agreement, or (iii) Licensee allows unauthorized persons to use the Software or Data Products.

(c) To the best of its knowledge, based on its use of commercially reasonable virus scanning methods, the Software and the Data Products, and any medium by which they are delivered by FAIR Health to Licensee, do not contain any virus or any other contaminant or disabling devices. This Section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data Products.

(d) The Services will be performed in a competent and professional manner, and FAIR Health’s employees, agents and subcontractors will observe any reasonable working rules of Licensee, while on Licensee’s premises provided that those rules are communicated to FAIR Health. FAIR Health agrees to re-perform any Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Services are performed by FAIR Health, as Licensee’s sole remedy for a breach of this Section 7.1(d).

7.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FAIR HEALTH AND ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE, THE DATA PRODUCTS, OR THE SERVICES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SAME, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR BASED UPON A COURSE OF CONDUCT, NON-INFRINGEMENT, TITLE, VALUE, RELIABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FAIR HEALTH DOES NOT REPRESENT OR WARRANT THAT THE DATA MEET ANY LEGAL OR REGULATORY REQUIREMENTS OR STANDARDS FOR DETERMINING USUAL, CUSTOMARY OR REASONABLE FEES OR ALLOWABLE CHARGES THAT MAY APPLY TO LICENSEE OR ITS DECISIONS REGARDING ANY SUCH FEES OR REIMBURSEMENT OF SUCH FEES.

8. Limitation of Remedies and Indemnification.

8.1 FAIR HEALTH’S LIABILITY TO LICENSEE FOR ANY DAMAGES ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT LICENSEE HAS PAID OR OWES FAIR HEALTH UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE CAUSE OF ACTION. NEITHER

PARTY, NOR THE THIRD PARTY VENDORS OF PRODUCTS EMBEDDED IN THE SOFTWARE OR DATA PRODUCTS, SHALL BE RESPONSIBLE OR LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS RESULTING FROM EITHER PARTY’S PERFORMANCE, FAILURE TO PERFORM OR BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE THE SOFTWARE, DATA PRODUCTS OR SERVICES, ANY DAMAGE TO EQUIPMENT OR LOST OR CORRUPTED DATA, AND ANY COST OF RECOVERING LOST DATA OR OF REPROGRAMMING. Notwithstanding the above, this Section 8.1 does not limit (a) the parties’ obligations to each other under Sections 8.2 or 8.3 of this Agreement, or (b) the liability either party may have to the other party for breach of Section 9 of this Agreement, or (c) Licensee’s liability to FAIR Health for failure to pay amounts due under this Agreement, violation of Section 2.4 (“Data do not constitute a Fee Schedule”), or infringement of FAIR Health’s intellectual property rights.

8.2 FAIR Health agrees to defend Licensee against, and indemnify and hold it harmless from, all third party claims, damages and liabilities, and any fines or penalties assessed by any governmental agency, resulting from a claim that any Software or Data Products owned by FAIR Health and provided by FAIR Health to Licensee hereunder infringe a United States patent or United States copyright; provided that Licensee gives FAIR Health prompt, written notice of any such claim, sole control of the defense and settlement of such claim, and all reasonable assistance to defend such claim. Licensee shall not agree to settle the claim without FAIR Health’s written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. FAIR Health shall have no obligations under this Section if such claims, damages and liabilities result from Licensee’s breach of this Agreement, Licensee’s modifications to the Software or Data Products, or its unauthorized or inappropriate use of the Software or Data Products. This indemnification provision constitutes FAIR Health’s sole obligation and Licensee’s sole remedy for any infringement claims. Notwithstanding anything to the contrary herein, in no event shall FAIR Health have any obligations hereunder with respect to claims arising under any agreement between Licensee and a prior licensor of the Software or any Data Products or involving such prior licensor’s software or data products.

8.3 Licensee agrees to defend FAIR Health against, and indemnify and hold FAIR Health harmless from, all third party claims, damages and liabilities, and any fines or penalties assessed by any governmental agency, resulting from (a) Licensee’s or any User’s use of the Software, Data Products and Services, or Licensee’s or any User’s business decisions made after use of the Software, Data Products or Services (except for claims which fall under Section 8.2 of this Agreement), (b) the use or disclosure of a Life Care Plan, or (c) Licensee’s breach of this Agreement; provided that FAIR Health gives Licensee prompt, written notice of any such claim, and all reasonable assistance to defend such claim. FAIR Health shall not agree to settle the claim without Licensee’s written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Licensee shall have no obligation under this Section 8.3 if such claims, damages and liabilities result from FAIR Health’s breach of this Agreement. This indemnification provision shall not be deemed to waive or limit any other rights.

8.4 Without limiting Licensee’s indemnification of FAIR Health, Licensee shall include in a written agreement with its Clients terms disclaiming any warranty with respect to the Data Products, and limiting Licensee’s and FAIR Health’s liability to such Client, with respect to claims arising from or in connection with the use or content of FAIR Health’s Data Products, that are at least as strict as the terms of Sections 5.2 and 6.1 above.

9. Confidentiality.

9.1 Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Orders or future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality (“**Confidential Information**”). FAIR Health’s Confidential Information shall include, without limitation, the terms of this Agreement, financial information and employee information; information regarding FAIR Health products, marketing plans, business plans, customer names and lists, Software, Data Products, Services and Documentation; reports generated by or for FAIR Health; FAIR Health’s methods of database creation and data analysis; FAIR Health’s translation, standardization, enhancement, and health data analysis techniques, health data reporting and

profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, inventions, whether patentable or not, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets. Without limiting the foregoing, Licensee's Confidential Information shall include information regarding Licensee's business and information regarding Licensee's clients, financial and claims data.

9.2 The receiving party agrees that (a) it will use the disclosing party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat the disclosing party's Confidential Information as confidential and proprietary; (c) it will not disclose the disclosing party's Confidential Information orally or in writing to any third party without the prior written consent of the disclosing party; (d) it will take reasonable precautions to protect the disclosing party's Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Notwithstanding the foregoing, FAIR Health may disclose Licensee's Confidential Information to (i) its Service Providers as necessary for such Service Providers to assist FAIR Health in its performance of its obligations under this Agreement and provided that such Service Providers are bound by confidentiality obligations that are no less strict than those contained herein, and (ii) any governmental regulators or other agencies with jurisdiction over FAIR Health or its Services or Data Products. Without limiting the foregoing, each party agrees to take at least the same precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. The receiving party is solely responsible for all use of the disclosing party's Confidential Information by anyone who gains access to the Confidential Information under the receiving party's authorization or through its systems. Upon termination or expiration (without renewal) of this Agreement, the receiving party will return to the disclosing party, or certify as destroyed, all tangible items containing any of the disclosing party's Confidential Information that are held by the receiving party or its employees, agents or contractors, other than archival copies or copies whose retention is otherwise required to comply with applicable law or regulation; provided that any retained copies are kept confidential by the receiving party and not used except as expressly permitted hereunder. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

9.3 Notwithstanding the foregoing, Confidential Information may be disclosed to the extent required by law or by a subpoena, court order or discovery request or demand in a pending litigation, provided that the producing party seeks confidential treatment of such information, limits any production to the portion legally required and, if legally permissible, promptly notifies the other party, makes all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure, and provides reasonable cooperation to it in seeking such protection.

9.4 Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the receiving party, without an obligation to maintain its confidentiality, prior to receipt from the disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving party from a third party without knowledge by the receiving party, after reasonable inquiry, of any obligation of confidentiality of such third party; or (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

9.5 Neither Licensee nor FAIR Health will disclose the terms of this Agreement to any third party, except to a party's accountants, attorneys, consultants and agents, or as agreed to by the parties or as required by a governmental entity or court order; provided that all such persons are bound by a duty of confidentiality under law or by contractual obligation.

10. Term and Termination; Dispute Resolution.

10.1 This Agreement commences as of the Effective Date and shall continue in effect until (a) two (2) years after the later of the Effective Date or Licensee's latest Order date, or (b) the Agreement is terminated pursuant to the terms hereof (the "Term"). Upon termination or expiration of this Agreement, Licensee shall (i) immediately discontinue all use of the Data and Documentation licensed pursuant to the Agreement, and remove the Data from all hard disks or other storage media; (ii) promptly return to FAIR Health or certify as destroyed all copies of the Data, Documentation and all tangible copies of FAIR Health's Confidential Information within the possession or control of Licensee; (iii) promptly delete from its computer systems all Data; and (iv) provide to

FAIR Health written certification, within thirty (30) days of termination or expiration that (i), (ii) and (iii) have been accomplished. Sections 4 and 8 through 12 of this Agreement shall survive any expiration or termination of this Agreement.

10.2 Either party may terminate this Agreement if the other party fails to comply with any material provision of this Agreement upon thirty (30) days prior written notice reasonably specifying the nature of the breach, unless the Breaching Party cures such breach within such notice period; **provided, however,** that FAIR Health may suspend its performance or terminate the Agreement immediately upon written notice in the event of (i) nonpayment by Licensee for more than sixty (60) days past the due date; or (ii) violation by Licensee of FAIR Health's intellectual property rights, and either party may suspend its performance or terminate the Agreement immediately upon written notice in the event of breach by the other party of Section 9. In addition, either party may seek immediate injunctive or other equitable relief to prevent or cure any violation by the other party of Section 9 or of its intellectual property or other proprietary rights.

10.3 Notwithstanding anything to the contrary contained in this Agreement, a party to this Agreement may terminate this Agreement, upon written notice to the other party: (a) if the other party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated as bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code; (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation under any law or statute, or files an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for ninety (90) consecutive days; or (b) an order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such party of substantially all of the assets of such party, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days; or (c) if any Certificate of Authority, license or other registration permitting the other party to operate is revoked or suspended by order of the appropriate local, state or federal agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement; or (d) if any statute, ordinance, rule, decision, order or regulation hereafter promulgated or required by any legislative body or agency having jurisdiction over FAIR Health prohibits, limits or requires changing the terms related to the furnishing of any of the products and services to be provided hereunder.

10.4 If FAIR Health notifies Licensee that a new update of Licensed Software has superseded the preceding version, or a new release of Data is intended to replace corrupted or otherwise invalid data, Licensee shall have thirty (30) days in which to move to the updated version, and thereafter, FAIR Health will have no further obligation to provide any Services for the superseded Software or Data Products. If (i) FAIR Health modifies or discontinues a Data Product without providing Licensee a reasonably appropriate substitute product, and such modification or discontinuance materially adversely affects Licensee's use of such Data Product or (ii) FAIR Health is unable to repair or replace any Software or Data Product outside the Warranty Period to make it substantially conform to its Documentation within sixty (60) days after receiving written notice from Licensee that such Software or Data Product does not substantially conform to its documentation, then Licensee may terminate this Agreement with respect to the affected Software or Data Product, and receive a pro-rata refund of any prepaid fees for such affected Software or Data Product, as Licensee's sole remedy and FAIR Health's sole obligation with respect to such issues.

11. CPT, CDT and ASA Terms.

11.1 Certain FAIR Health Software and Data Products may contain (i) Current Procedural Terminology Codes ("CPT") codes owned and copyrighted by the American Medical Association ("AMA") and licensed to FAIR Health, (ii) Current Dental Terminology codes ("CDT") owned and copyrighted by the American Dental Association ("ADA") or (iii) content ("ASA Content") owned and copyrighted by the American Society of Anesthesiologists ("ASA") (collectively, the "Licensed Codes"). Except for the limited rights that may be expressly granted to Licensee in this Agreement, Licensee acquires no proprietary interest in the Licensed Codes, and Licensee acknowledges that all other rights in the Licensed Codes are owned and retained by AMA, ADA and

ASA, respectively. Licensee acknowledges that it is not licensed to make or distribute copies of the CDT codes unless and until it has a valid license to do so from the ADA. All notices of proprietary rights, including trademark and copyright in the Licensed Codes must appear on all permitted back-up or archival copies made by Licensee. CPT® is a registered trademark of the AMA. CROSSWALK®, Reverse CROSSWALK® and Relative Value Guide® are trademarks of ASA.

11.2 The AMA and the ASA shall be third party beneficiaries of this Agreement for the purpose of enforcing at law and at equity all rights under this Agreement against Licensee, FAIR Health and any third party, as well as the covenants of Licensee and the warranty disclaimers and limitations of a liability set forth in this Agreement, whether or not such provisions make specific reference to the AMA, the ASA, CPT or ASA Content.

11.3 Licensee shall ensure that any person or entity that Licensee authorizes to obtain access to Licensed Codes shall comply with the provisions of this Agreement. Licensee shall not use Licensed Codes or information contained therein in any public computer-based information system or public electronic bulletin board (including the Internet and World Wide Web). Licensee shall not create any derivative works (including translations) based on Licensed Codes and is prohibited from transferring, selling, leasing, licensing (including sublicensing) or otherwise making the Licensed Codes available to any unauthorized party. Licensee may print or download the Licensed Codes from the Software or Data Products solely for Licensee's own internal use, without any modification to the content, and in such a way that the appropriate citation is included. FAIR Health's ability to deliver updated versions of CPT to Licensee is dependent upon FAIR Health continuing its contractual relations with the AMA.

11.4 THE AMA PROVIDES CPT "AS IS", WITHOUT ANY LIABILITY TO THE AMA, INCLUDING, WITHOUT LIMITATION, NO LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS FOR SEQUENCE, ACCURACY OR COMPLETENESS OF THE CPT DATA. THE AMA DOES NOT WARRANT THAT CPT WILL MEET LICENSEE'S REQUIREMENTS. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN CPT. IF THE CPT DATA IS NOT INTACT, THE AMA'S SOLE RESPONSIBILITY IS TO MAKE REPLACEMENT COPIES AVAILABLE TO FAIR HEALTH.

11.5 EXCEPT AS EXPRESSLY STATED HEREIN, THE LICENSED CODES AND DOCUMENTATION ARE PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE (AND NOT THE AMA, ADA OR ASA) BEARS ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF LICENSED CODES. Licensee agrees to indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from Licensee's use of the CDT, in breach of any of the terms of this Agreement, or Licensee's use of any data or documentation received from ADA, regardless of the form of action. ASA'S SOLE RESPONSIBILITY IS TO MAKE AVAILABLE TO FAIR HEALTH REPLACEMENT COPIES OF THE ASA CONTENT IF THE ASA CONTENT IS NOT INTACT. ASA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN ASA CONTENT.

11.6 U.S. Government Rights. This product includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency. The Software, Data Products and Licensed Codes other than CPT Codes are "Commercial Items" as that term is defined in 48 C.F.R. 2.101, and include commercial technical data or computer licensed databases or commercial computer software or commercial computer software documentation, as applicable, which were developed exclusively at private expense by FAIR Health, the ADA or the ASA. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer licensed databases or commercial computer software or commercial computer software

documentation are subject to the limited rights restrictions of 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, this commercial product and data are licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other users pursuant to the terms and conditions of this Agreement. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the Government's rights shall control, subject to applicable law. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that this commercial product and data are a trade secret and proprietary commercial products and not subject to disclosure.

12. General.

12.1 This Agreement (including all Orders hereto) constitutes the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. No amendment, change, or waiver of any provision of this Agreement will be binding unless in writing and signed by both parties. This Agreement will be construed in accordance with the laws of the State of New York without regard to its conflicts of laws rules that would lead to the application of any other law. Any legal action or proceeding to enforce this Agreement shall be brought exclusively in the federal or state courts located in the State and County of New York, and by execution and delivery of this Agreement, each party hereto irrevocably submits to such jurisdiction and consents to the service of process in any such action or proceeding by personal delivery, first class mail, or any other method permitted by law, and waives any and all rights to transfer or change the venue of any such action or proceeding to any court located outside New York, NY.

12.2 FAIR Health's relationship to Licensee is that of an independent contractor. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.

12.3 Neither Licensee nor Licensee's Affiliates may assign or transfer this Agreement, or any of the rights or licenses granted under it, without the prior, written consent of FAIR Health. Any attempted assignment without consent shall be void. Any merger of Licensee or the acquisition of control of Licensee shall be deemed to be an assignment for purposes of this Section. FAIR Health may assign or transfer this Agreement, without Licensee's consent but with prior written notice to Licensee, to any Affiliate of FAIR Health, whether now in existence or hereafter created, if such Affiliate agrees in writing to assume and be bound by all of the obligations of FAIR Health under this Agreement. Subject to the forgoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the parties.

12.4 Any notices permitted or required under this Agreement shall be in writing and will be sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier service, addressed to the parties at the address set forth on the signature page, or at a different address as designated by a party by notice in writing to the other party. Notice will be deemed received upon actual delivery when sent by courier and after three (3) business days after deposit into the U.S. mail.

12.5 The obligations of the parties under this Agreement shall be suspended, to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, failure of Internet access or service, or any other cause whatsoever beyond a party's control.

12.6 If any term of this Agreement is held to be invalid, void or unenforceable, such holding will not affect the validity or enforceability of any other term hereto, and the parties agree to replace such term, and/or to permit any court or other tribunal holding such term to be invalid, void or unenforceable to replace such term, with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

12.7 This Agreement may be executed in counterparts (including, without limitation, by facsimile or scanned signature), each of which shall be deemed an original and both of which together shall constitute one and the same document.

12.8 Except as otherwise expressly set forth herein, the rights and remedies of the parties provided under this Agreement are cumulative and in addition to any other rights and remedies of the parties at law or equity.

12.9 The titles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

FAIR HEALTH, INC.

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NOTICE ADDRESS: Director of Sales
FAIR Health, Inc.
530 Fifth Avenue
18th Floor
New York, NY 10036

With a copy to: Office of General Counsel
FAIR Health, Inc.
530 Fifth Avenue
18th Floor
New York, NY 10036

LICENSEE: _____

BY/SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NOTICE ADDRESS:

BILLING CONTACT:

NAME: _____

TELEPHONE: _____

EMAIL: _____

**IARP MEMBER - FAIR HEALTH® LICENSING AGREEMENT
ORDER FORM**

This Order Form lists the Data Products that the Licensee is licensing under the IARP Member FAIR Health Licensing Agreement during the Term:

Licensed Products	<p>FH® CHARGE BENCHMARKS MODULES:</p> <p>FH Medical FH Dental FH Anesthesia FH HCPCS FH Outpatient Facility FH Inpatient Facility</p> <p>FH® ALLOWED BENCHMARKS MODULES:</p> <p>FH Allowed Medical FH Allowed Dental FH Allowed Anesthesia FH Allowed HCPCS FH Allowed Outpatient Facility</p> <p>FH® ONLINE (Benchmarks Query Tool) – 1 User</p>
Search Package	<p><input type="checkbox"/> \$775 / 400 searches <input type="checkbox"/> \$2,200 / 2500 searches <input type="checkbox"/> \$5,500 / 8,000 searches <input type="checkbox"/> \$8,800 / 18,000 searches <input type="checkbox"/> \$13,200 / 40,000 searches</p>

A “search” means each time a user runs a search on a code. By way of example, if a user runs a search for five codes, and later runs a new search for ten codes that include five new codes plus the five previously searched codes, the user will have performed 15 code searches in total. Any searches purchased, but not used, will expire 2 years from the Effective Date.