ACMA EULA

The following will be provided as part of this Agreement: Avoidable Day and Delay Benchmarking and Comparative Analysis

This Product is offered via a partnership between the American Case Management Association ("ACMA") and Allscripts. The Client will receive the ACMA proprietary Avoidable Day and Delay Event Codes (the "System") to incorporate in Allscripts Care Management. The Client will be given a standard process for downloading its data each month and submitting this data to the ACMA to be incorporated in their benchmarking database. The data will be stripped to eliminate patient identifiers, formatted per specifications of ACMA and will be aggregated within ACMA's comparative database. Client will receive a quarterly ACMA Compare AD Avoidable Delay Comparative Analysis report. This report will include comparative and trended information regarding the Client's submitted avoidable delay data. The Client will receive their quarterly report contingent upon timely submission of their data to ACMA. The Client will be entitled to any distributed code changes and related educational information.

Confidential Information Nondisclosure: Client acknowledges and agrees that the System, reports, and any part of any of the foregoing, and any and all copies made of all or any part of any of the foregoing in whatever form or media (collectively, the "ACMA Confidential Information") comprise confidential and proprietary information owned by the ACMA. Client shall not disclose, distribute, communicate, or publish all or any part of the ACMA Confidential Information to any person or entity other than users as defined in the Agreement, nor use any of the ACMA Confidential Information except as specifically provided in this Exhibit C. Client shall ensure that the ACMA Confidential Information shall be maintained in a manner so as to reasonably preclude unauthorized persons from having access thereto. Should Client be required by a) any request or order of any governmental authority or b) pursuant to law or legal process to disclose all or any part of the ACMA Confidential Information, Client shall promptly notify the ACMA of such requirement and provide reasonable cooperation in any effort by the ACMA to lawfully contest such requirement.

Injunctive Relief: Client acknowledges that the disclosure of ACMA Confidential Information could result in irreparable harm to the ACMA, and the ACMA will have no adequate remedy in money or damages. Client therefore agrees that in such event the ACMA shall be entitled to obtain injunctive relief in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief shall in no way limit the ACMA's right to obtain other remedies available under applicable law.

License for Client Data: Client hereby grants to the ACMA, a nonexclusive right and license to utilize Client data submitted to ACMA in connection with the System in any manner, including without limitation the right to compile and aggregate the Client data with other data, and the right to copy, distribute, and create derivative works from the Client data. Client understands and acknowledges that the Client data may, IN AGGREGATE FORM, be accessible by third parties including but not limited to parties under contract to ACMA for data analysis or reporting services, parties who subscribe to the System or a similar service being provided to Client hereunder, including without limitation other hospitals and healthcare providers that may serve the same area or areas as those served by Client.

Covenant Regarding Content: CLIENT ACKNOWLEDGES ITS DUTY TO PROTECT THE CONFIDENTIAL INFORMATION OF ITS PATIENTS AS SET FORTH IN ALL APPLICABLE LAWS, RULES, AND REGULATIONS. CLIENT HEREBY COVENANTS THAT IT SHALL INCLUDE NO PERSONALLY IDENTIFIABLE INFORMATION PERTAINING TO ANY OF ITS PATIENTS IN THE CLIENT DATA PROVIDED TO THE ACMA HEREUNDER. CLIENT FURTHER COVENANTS THAT ALL INFORMATION PROVIDED TO THE ACMA THAT PERTAINS TO ANY PATIENT CASE SHALL BE DESIGNATED ONLY BY A NUMERIC IDENTIFIER ASSIGNED FOR THE PURPOSE OF UTILIZING THE DATABASE.

Limitations
No Warranties: THE SYSTEM AND ACMA REPORTS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. THE ACMA MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR CURRENCY OF ANY INFORMATION IN THE SYSTEM OR ACMA REPORTS. THE ACMA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability: THE ACMA SHALL NOT BE LIABLE ON ACCOUNT OF ANY ERRORS, OMISSIONS, DELAYS, OR LOSSES, UNLESS CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CLIENT AGREES THAT IN NO EVENT SHALL THE ACMA BE LIABLE FOR THE RESULTS OF CLIENT'S USE OF THE SYSTEM OR THE ACMA REPORTS, ITS INABILITY OR FAILURE TO CONDUCT ITS BUSINESS, OR FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. CLIENT FURTHER AGREES THAT IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE ACMA FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING UNDER THIS AGREEMENT AND SERVICES PERFORMED HEREUNDER, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER, EVEN IF THE ACMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS, OR DAMAGE. THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.