

KNOWLEDGE BASED SYSTEMS, INCORPORATED

SECTION 1:

Customer/Client hereby acknowledges that Knowledge Based Systems has granted Allscripts a non-exclusive, non-transferable right to use and display, at Allscripts's discretion, Knowledge Based Systems' trademarks and copyrighted software to advertise and promote the Allscripts Software listed below. Allscripts has not received any ownership in or to Knowledge Based Systems' trademarks or copyrighted software as a result of such use. Knowledge Based Systems reserves the right to review, control, change, or prohibit at any time in its sole discretion, the method and manner in which Allscripts uses the trademarks or copyrighted software.

SECTION 2:

Customer/Client acknowledges that Documentation accompanying Knowledge Based Systems Software or portions thereof is proprietary to Knowledge Based Systems.

SECTION 3:

Allscripts will provide Customer/Client with Corrections, Enhancements, and New Releases, of Allscripts Software in return for maintenance payments paid by Customer/Client to Allscripts. Said Corrections, Enhancements, and New Releases of Allscripts Software will include Corrections, Enhancements, and New Releases of the Knowledge Based Systems Software so long as said Knowledge Based Systems Software is provided to Allscripts at no additional charge.

3.1 **“Corrections”** means modifications, revisions or supplements, if any, to the Allscripts Software that makes the Allscripts Software perform functions it was designed to perform or corrects defects or **"bugs"** covered under the warranty in the Agreement.

3.2 **“Enhancements”** means modifications, revisions, additions or supplements, if any, to the Allscripts Software which enables the Allscripts Software to provide or perform services or functions it could not previously perform or materially improves the manner in which the Integrated Software performs existing functions.

3.3 **“New Releases”** means modifications, revisions, Enhancements, Corrections or replacements, if any, for the Allscripts Software and related Documentation which Allscripts and/or Knowledge Based Systems makes available to its Customer/Clients in general from time to time at no additional license fee. All Customer/Clients paying the appropriate annually recurring maintenance and support fee shall receive New Releases free of charge.

SECTION 4:

Customer/Client acknowledges that at all times Allscripts shall provide Customer/Client with their sole contact point for maintenance and support, and may either perform the installation of the Integrated Software and the training of Customer/Client personnel in the use of the Integrated Software or sub-contract with Knowledge Based Systems for such services. At no time should the Customer/Client attempt to contact Knowledge Based Systems directly for maintenance or support issues unless by mutual agreement of Allscripts, Knowledge Based Systems, and Customer/Client.

SECTION 5:

Customer/Client acknowledges that Customer/Client shall not be granted the right to resell Knowledge Based Systems Software under any circumstances unless Knowledge Based Systems has given Customer/Client written permission to do so.

Allscripts Software incorporating Knowledge Based Systems Software (**“Integrated Software”**):

STAR Vista Reporting