

Terms of Customer Licensing Agreement
ExitCare® Patient Information System

This contract is for the licensed use of ExitCare® Patient Discharge Information software and, if additionally licensed, ExitMeds™ Electronic Prescription Writing Software (hereafter generally referred to as ExitCare®). The software itself, and the content and layout it represents, is the exclusive property of ExitCare, LLC, and is protected by the copyright laws of the United States.

If the licensee or sub-licensee of this product does not agree to the following terms and conditions, then said party may not use this product, and must return same to ExitCare, LLC.

Terms & Conditions

ExitCare® Patient Discharge Information Software, Initial license. Sub-licensee will receive the use of ExitCare®. This use must comply with the terms of the License Agreement included with the software. Non-compliance with the terms of the License Agreement or with this contract will cause Sub-licensee to be in breach of this contract.

Updated and Additional Patient Information Software. There is no charge to Sub-licensee for updated and/or additional ExitCare® content or program elements while Sub-licensee is a paid user in good financial standing with Allscripts. Such files will be shipped to Sub-licensee (on floppy diskette, CD-ROM, on-line transfer, or other method) free of charge as they become available, generally quarterly. Sub-licensees are encouraged to request desired topics; ExitCare, LLC will exercise best efforts to add requested topics to the ExitCare® system.

Local Information/Customization. The cost of preparing locally customized information sheets, or of altering existing patient information sheets, will be determined upon a case-by-case basis, and will be itemized and billed in a separate agreement.

What Sub-licensee Receives. Sub-licensee receives ExitCare® on a portable disk media (CD-ROM). Each available ExitCare® instruction will include the name of the Sub-licensee's facility, its phone number, and a computer produced photo or logo of the facility (if same is provided to ExitCare), and other customization which can be accommodated by ExitCare. Sub-licensee also receives a printed copy of instructions as to how to routinely access and print the Patient Information files, as well as telephone support regarding its use.

Confidentiality. ExitCare, LLC acknowledges, during the course of performing its obligations hereunder, ExitCare, LLC and its employees, officers, directors or other Sub-licensee approved personnel may become aware of information from Sub-licensee that is not publicly known, including but not limited to: information relating to the identity, condition, history, care or treatment of Sub-licensee's patients; and Sub-licensee personnel information. ExitCare, LLC agrees to ensure that all of ExitCare, LLC's employees, officers, directors or any other personnel who become aware of such information shall treat all such information as strictly confidential. Such information shall not be disclosed to any non-ExitCare, LLC employee or representative or entity without prior written approval of Sub-licensee. The obligation of confidentiality in this paragraph shall apply regardless of whether the subject information was supplied to ExitCare, LLC by Sub-licensee, or whether the information was learned by ExitCare, LLC inadvertently during the course of its performance, or otherwise. The obligation of confidentiality in this paragraph shall survive the termination of this agreement regardless of the method or timing of its termination.



License Agreement for ExitCare® Patient Discharge Information software.

ExitCare, LLC is a medical information company that licenses the **use** of the product through personal computer production (printing and/or viewing), to photocopy the printed items, and to distribute the items for patient educational use only. This license is not a sale and with the above privileges includes the following restrictions:

1. SITE LICENSE CONFERRED. This software, and the content and layout of the documents it represents, may be used on one or more computers or network workstations within a single hospital, clinic, or private practice setting (hereinafter known as institution, facility or individual). A Hospital is defined as a physical facility or campus that has one geographic location with a single legal name and mailing address. A Physician Practice or Clinic which is a legally and/or physically separate entity from a "Hospital", is defined as an organization that consists of a group of physicians, therapists or others, and operate under the same organizational name.
2. Copies of this product, either on a computer storage facility (e.g., hard disk drive, floppy diskettes, zip drive disks, CD-ROM discs, etc.) or on paper, may be made only for institution's own use or archival (storage) purposes. Paper and electronic copies may be given to patients for educational purposes and/or providers for medical purposes.
3. Distribution of the product, either through computer files or through printouts of the contents or layouts, to other institutions, facilities or individuals is expressly prohibited, except as required for legal or medical requirements for specific patients. This provision does not exclude the viewing or reprinting of previously created patient specific documents, either from the ExitCare Archive or the data stored in the patient's Electronic Medical Record.
4. Alteration of this material for purposes of competition with ExitCare, LLC is expressly prohibited. All derivative content which is based on ExitCare content provided remains the property of ExitCare, LLC.
5. This product may not be sold, assigned, transferred, rented, leased or given to another institution, facility, or individual without prior approval from ExitCare, LLC. In the event that ExitCare, LLC does grant such permission, the receiver of the licensed use of the product must agree to all original terms and conditions of this license.
6. This product is provided on an "as is" basis, and is warranted to work as documented. There are no guarantees of patient care or outcome expressed or implied. Liability for patient care is not assumed, and is specifically disclaimed. Each User is fully and solely responsible for determining the appropriateness of the content of each and every discharge instruction or patient education handout given to each patient, based on the medical condition and needs of said patient, and is solely liable for the consequences of providing inappropriate or incorrect information to patients.
7. ExitCare, LLC authorizes that the cost of providing this service and information to patients may be charged out in the expense of patient care.
8. The information and layout of this product is copyrighted in 2006 by ExitCare, LLC, and guarantees ExitCare, LLC all the rights, privileges and protection provided by the laws of the United States (Title 17, U.S. Code) to the authors of "original works of authorship"