

## M\*MODAL CDS INTERACTIVE (SR) – END USER LICENSE ADDENDUM

By signing or otherwise agreeing to the terms and conditions contained in the license agreement(s) entered into by and between You (as defined in paragraph 1.f, below) and Allscripts Healthcare, LLC, a limited liability company duly formed and existing under the laws of the State of North Carolina (“**Allscripts**”) (such license agreement or agreements, collectively, the “**Allscripts Agreement**”), You expressly agree with Multimodal Technologies, LLC, a limited liability company duly formed and existing under the laws of the State of Delaware (“**M\*Modal**” and together with You, the “**Parties**” and each, a “**Party**”), that, in addition to the terms and conditions contained in the Allscripts Agreement, Your license to use M\*Modal CDS Interactive (SR) as integrated into the one or more Allscripts EMR Application(s) (as defined in paragraph 1.a, below) (the “**M\*Modal Product**”), including without limitation any functionality within the M\*Modal Product provided on a SaaS (software as a service) basis (the “**M\*Modal CDS Interactive (SR) Service**”), is subject to the following terms and conditions (the “**Terms**”), and that such Terms supplement, and are a part of, the Allscripts Agreement.

In exchange for the covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Definitions

The following terms, when used with initial capital letters in these Terms, shall have the following, corresponding definitions:

a. “**Allscripts EMR Application**” means, individually and collectively, the Allscripts™ proprietary EMR products, including, without limitation, Allscripts MyWay™, Allscripts™ Professional EHR™, Allscripts™ Enterprise EHR™, Allscripts™ Sunrise EHR™ Allscripts™ Homecare, Allscripts™ Care Management, Allscripts™ Referral Network, Allscripts™ ED, and Allscripts™ mobile EMR applications.

b. “**Confidential Information**” means business or technical information, including, without limitation, all third-party information, disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), in whatever form or medium, tangible or intangible, that (i) was or is so disclosed to the other Party as part of, or in connection with, the Allscripts Agreement or these Terms, or in connection with any of the activities contemplated by the Allscripts Agreement or these Terms, (ii) is designated, either in writing or orally, as confidential at or within a reasonable time after such disclosure, or (iii) by the nature of the circumstances surrounding such disclosure, ought, in good faith, to be treated as confidential information of the Disclosing Party, whether or not such information is identified as such by the Disclosing Party, including, without limitation, information that has or could have commercial value or other utility in the business or prospective business of the Disclosing Party, as well as information of which unauthorized disclosure could be detrimental to the interests of the Disclosing Party. Without limiting the foregoing, (x) all patient data, as well as any other data subject to confidentiality as required by law, rule or regulation (including, without limitation, the Health Insurance Portability and Accountability Act of 1996), (y) the M\*Modal Product, and (z) these Terms shall be constitute Confidential Information.

c. “**Derivative Work of the M\*Modal Product(s)**” means (i) any modification, improvement, enhancement or update or other change of or to the M\*Modal Technology, Information and IP (defined in paragraph 3.g, below), and, without limiting the foregoing, (ii) (x) any work based upon the M\*Modal Technology, Information and IP that, if prepared, used or distributed without authorization from M\*Modal, would constitute copyright infringement of one or more of M\*Modal’s copyrights under applicable law, (y) any new material, manufacture, invention, information, or data derived from M\*Modal Technology, Information and IP that, if prepared, manufactured, sold, practiced, used or distributed without authorization from M\*Modal, would constitute misappropriation of one or more of M\*Modal’s trade secrets under applicable law, and (z) any preparation, manufacture, sale, practice, use or distribution of an invention that, without authorization from M\*Modal, would constitute infringement of one or more of M\*Modal’s issued patents under applicable law.

d. “**Intellectual Property**” means any and all rights created under laws governing patents, copyrights, mask works, trade secrets, trademarks, publicity rights, and any other law that gives a person or entity a right to control or preclude another person or entity’s right to use, copy, display, distribute, manufacture, sell, access or otherwise exploit works, inventions, materials or information on the basis of the holder-of-right’s interest in such works, inventions, materials or information, and includes, without limitation, software and all know-

how, trade secrets, copyrights, and patentable inventions relating thereto, as well as materials, notes, designs, technical data, ideas, research, reports, documentation and other similar information.

e. “**Provider**” means a physician, nurse, nurse practitioner, physician assistant or similar healthcare provider who documents healthcare services through use of an Allscripts EMR Application.

f. “**You**” or “**Your**” refers to both the undersigned sublicensee and any person or entity on whose behalf the undersigned sublicensee acts, if any.

### 2. Restrictions on Use of M\*Modal Product

You hereby acknowledge and agree as follows:

a. You and each Provider will only use the Allscripts EMR Application(s) and the M\*Modal Product (integrated therein) in accordance with the Allscripts Agreement (as supplemented by these Terms).

b. You and each Provider will not (i) disassemble, reverse compile or reverse engineer any part of the the M\*Modal Product or take any action in order to derive a source code equivalent of any part of the M\*Modal Product (except as otherwise required under applicable law, in which case any such works are Derivative Works of the M\*Modal Product(s) and thus are the sole and exclusive property of M\*Modal), (ii) release to any third party results of any benchmark, performance, or functionality tests performed on the M\*Modal Product, (iii) install, incorporate, bundle or pre-load the M\*Modal Product into any software or computing device, (iv) create any Derivative Work of any part of the M\*Modal Product, (v) sublicense the M\*Modal Product to a third party, or otherwise permit use of the M\*Modal Product (including, without limitation, timesharing or networking use) by any third party, (vi) interface the M\*Modal Product with a software service, software or product containing functionality similar to that contained in the M\*Modal Product (or any portion thereof) (whether or not such software service, software or product is integrated or incorporated into the Allscripts EMR Application(s) or in any of Your systems), or (vii) link, combine or use the M\*Modal Product (or any portion thereof) with any open source software without the written permission of M\*Modal.

c. Without limiting the terms and conditions contained in the Allscripts Agreement (as supplemented by these Terms), You hereby agree that You will be responsible for and jointly and severally liable with each Provider for any and all damages resulting from a failure of any such Provider to use the M\*Modal Technology, Information and IP (defined in paragraph 3.g, below) in the manner set forth in these Terms. In the event of such a failure, Allscripts or M\*Modal may bring an action before a court of competent jurisdiction against You or the relevant Provider, or any and all of such parties together.

### 3. Confidentiality; Intellectual Property

a. Non-Disclosure of Confidential Information: Each Party shall exercise best efforts to hold and maintain in strictest confidence the Confidential Information of the other Party. Without limiting the generality of the foregoing statement, absent express, written consent of the other Party, (i) neither Party shall not disclose the other Party’s Confidential Information to any third party (including, without limitation, a consultant or independent contractor), except for Providers requiring access to Confidential Information in accordance with the terms and subject to the conditions of the Allscripts Agreement (as supplemented

by these Terms), and (ii) each Receiving Party shall protect the confidentiality of the Confidential Information with at least the same degree of care the Receiving Party uses to safeguard its own highly sensitive, proprietary information, and, in any event, shall exercise not less than the standard of care necessary to maintain and protect trade secret status for the Confidential Information (whether or not such Confidential Information actually constitutes a trade secret), and (iii) each Party shall store Confidential Information in a safe and secure location.

b. **Use of Confidential Information:** Absent express, written consent of the other Party, each Party shall only receive and use the other Party's Confidential Information as strictly necessary to perform its respective obligations under the Allscripts Agreement (as supplemented by these Terms). In doing so, each Party shall provide such Confidential Information only to those employees or Providers who have a legitimate "need to know" to effect such purpose, and who are bound in writing to exercise the degree of care imposed by these Terms with respect to the other Party's Confidential Information. Upon written request of the Disclosing Party, unless compliance with such request would cause the Receiving Party to breach one or more terms or conditions of these Terms, the Receiving Party shall promptly return to the Disclosing Party all documents and other tangible objects containing or representing Confidential Information previously furnished by the Disclosing Party, along with any all copies thereof.

c. **Ownership of Confidential Information:** The Parties expressly acknowledge that, at all times, each Disclosing Party retains any and all right, title and interest in and to the Confidential Information, subject only to those provisions of these Terms that require otherwise. To the extent the Receiving Party, its personnel or any Provider acquires, by operation of law, any right, title or interest in or to the Disclosing Party's Confidential Information for which the Disclosing Party retains such right, title and interest under these Terms, such Receiving Party hereby irrevocably assigns all such right, title and interest exclusively to the Disclosing Party. Each Party shall maintain and enforce agreements and policies with its personnel and each Provider sufficient to give effect to this paragraph 3.c.

d. **Exclusion(s) of Liability:** Notwithstanding the above, the Receiving Party shall not have liability to the Disclosing Party with regard to any Confidential Information of the Disclosing Party that (i) is shown by written documentation to be already in the possession of, known to, or independently developed by the Receiving Party prior to disclosure hereunder and prior to such Receiving Party having an obligation of confidentiality with respect to such Confidential Information, in each case provided that, to the extent such Confidential Information was obtained by the Receiving Party from a third party, such third party did not commit a breach of an obligation of confidence with respect to such Confidential Information, (ii) becomes publicly available through no fault or breach of the Receiving Party, (iii) is shown by written documentation to have been obtained by the Receiving Party from a third party without breach by such third party of an obligation of confidence with respect to the Confidential Information disclosed, or (iv) as demonstrated through written documentation, has been or is developed by the Receiving Party independently of (e.g., without use of) any such Confidential Information disclosed by the Disclosing Party.

e. **Exception to Confidentiality Obligations:** In the event that the Receiving Party is requested or required to disclose Confidential Information pursuant to the lawful order of a court of competent jurisdiction, the Receiving Party shall promptly provide the Disclosing Party with written notification of any such request or requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy, or waive compliance with the provisions of these Terms (or all of the above). If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party is nonetheless, in the written opinion of counsel, legally compelled to disclose Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Receiving Party may, without liability under these Terms, disclose only that portion of the Confidential Information to such court that counsel advises is legally required to be disclosed, provided that the Receiving Party exercises best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or

other reliable assurance that confidential treatment will be accorded the Confidential Information by such court.

f. **Confidentiality Term:** Each Party expressly acknowledges and agrees that, notwithstanding the termination or expiration of the Allscripts Agreement (as supplemented by these Terms), the obligations regarding Confidential Information imposed by these Terms shall continue in perpetuity following the date of such termination or expiration.

g. **M\*Modal Intellectual Property Ownership/Rights:** All right, title and interest in and to the M\*Modal Product (or any portion thereof), M\*Modal's Confidential Information and all Intellectual Property attendant to such M\*Modal Product and to such M\*Modal Confidential Information (individually and collectively, the "**M\*Modal Technology, Information and IP**") are retained by M\*Modal, and, other than expressly set forth therein, the Allscripts Agreement (as supplemented by these Terms) shall not be construed to grant to You any right or license to such M\*Modal Technology, Information and IP, whether by implication, estoppel or otherwise. Neither Derivative Works of the M\*Modal Product(s) made by You, nor Derivative Works of the M\*Modal Product(s) made by M\*Modal as a result of the operation of the M\*Modal Product by You, shall provide any basis for any claim of right by You to the M\*Modal Technology, Information and IP, or to such Derivative Works of the M\*Modal Product(s), and all Derivative Works of the M\*Modal Product(s) shall remain the exclusive property of M\*Modal. To the extent You or any Provider (or any other of Your personnel, as applicable) acquires any right, title or interest to the M\*Modal Product by operation of law, You hereby irrevocably assign all such right, title and interest exclusively to M\*Modal, and shall maintain and enforce agreements and policies with each Provider and such other personnel, as applicable, sufficient to give effect to this paragraph 3.g. For avoidance of doubt, other than expressly set forth therein, the Allscripts Agreement (as supplemented by these Terms) does not grant to You any right to any M\*Modal Intellectual Property, including, without limitation, any patent, copyright, trademark, or trade secret right.

h. **Intellectual Property Protection:** You shall exercise best efforts to protect M\*Modal's Technology, Information and IP from unauthorized use. Neither You nor any Provider shall alter or remove any trademark, copyright, trade secret, patent, proprietary or other legal notice or legend contained in or on copies thereof.

i. **Dictation/Derivative Data:** M\*Modal shall have right to collect and use the dictation recordings received from, or through M\*Modal's relationship with, You (whether for processing or otherwise), any notes (whether medical in nature or otherwise), medical report templates, draft medical reports, structured medical reports and final medical reports derived, directly or indirectly, from such dictation recordings, and any other information that the Parties expressly in writing make subject to this paragraph 3.i (individually and collectively, "**Dictation/Derivative Data**"), to improve or otherwise modify the M\*Modal Product (including the SaaS (software-as-a-service) components of such M\*Modal product) and any other products (including the SaaS components of such products) licensed to You under the Allscripts Agreement (as supplemented by these Terms), or to improve or otherwise modify the speech understanding functionality contained in the M\*Modal Product (the "**Modified Speech Understanding Functionality**") and to create new products (including SaaS components of such products) that incorporate or are otherwise based upon such Modified Speech Understanding Functionality, and such product improvements and new products relating to or based on such Dictation/Derivative Data shall be solely owned by M\*Modal and may be used by M\*Modal for any lawful business purpose without a duty of accounting to You; provided however that any new products developed by M\*Modal shall in no way contain any Dictation/Derivative Data. Collection and use of such Dictation/Derivative Data shall be accomplished by M\*Modal as promptly as practicably possible, and all such Dictation/Derivative Data shall be destroyed at the earliest possible moment following such collection and use. For avoidance of doubt, other than as strictly necessary for M\*Modal to perform its obligations under this Agreement, the Dictation/Derivative Data shall only be used by M\*Modal for the purposes expressly set forth in this paragraph 3.i. Notwithstanding anything to the contrary herein, M\*Modal agrees that any Dictation/Derivative Data itself, whether on a standalone basis or bundled with an M\*Modal product, and whether in original, aggregated, or any other form, including, without limitation, in

the form of an analysis derived from such Dictation/Derivative Data, shall not be sold or licensed to any third party for any purposes whatsoever.

#### 4. Disclaimer of Warranties; Limited Liability

a. THE M\*MODAL PRODUCT IS PROVIDED "AS IS", AND M\*MODAL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE M\*MODAL PRODUCT (OR ANY PORTION THEREOF), INCLUDING, WITHOUT LIMITATION, THAT THE M\*MODAL PRODUCT (OR ANY PORTION THEREOF) WILL MEET YOUR REQUIREMENTS, AND M\*MODAL EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

b. YOU EXPRESSLY ACKNOWLEDGE AND AGREE, AND YOU SHALL MAKE ANY AND ALL PROVIDERS AWARE IN WRITING, THAT (i) ANY SPEECH RECOGNITION ERROR RATE DEPENDS ON VARIOUS EXTERNAL CONDITIONS, SUCH AS RECORDING SETUP, INTELLIGIBILITY OF UTTERED SPEECH, AND BACKGROUND NOISE, AND THEREFORE TRANSCRIPTION USING THE M\*MODAL PRODUCT WILL NOT BE ONE HUNDRED PERCENT (100%) ACCURATE, AND (ii) THE USER OF THE ALLSCRIPTS EMR APPLICATION(S) AND THE M\*MODAL PRODUCT (INTEGRATED THEREIN), AND NOT M\*MODAL, IS SOLELY RESPONSIBLE FOR ENSURING PROPER TRANSCRIPTION, CREATION, REVIEW AND EDITING, RENDERING AND DELIVERY OF ANY AND ALL MEDICAL REPORTS OR NOTES GENERATED THROUGH USE OF THE ALLSCRIPTS EMR APPLICATION(S) AND THE M\*MODAL PRODUCT (INTEGRATED THEREIN). IN ADDITION, YOU AGREE THAT YOU (AND NOT M\*MODAL) ARE SOLELY RESPONSIBLE FOR THE CARE THAT YOU (INCLUDING, WITHOUT LIMITATION, THE PROVIDERS) PROVIDES TO YOUR PATIENTS, THE DOCUMENTATION OF SUCH CARE (WHETHER PROVIDED THROUGH USE OF THE M\*MODAL PRODUCT OR OTHERWISE) AND ANY ACTION TAKEN AS A RESULT OF SUCH DOCUMENTATION (E.G., ORDERING OF PRESCRIPTIONS), INCLUDING, WITHOUT LIMITATION, ENSURING THAT ALL INFORMATION CONTAINED WITHIN THE ALLSCRIPTS EMR APPLICATION AND THE ASSOCIATED ELECTRONIC MEDICAL RECORD OR ELECTRONIC HEALTH RECORDS IS ACCURATE.

c. TO THE MAXIMUM EXTENT PERMITTED BY LAW, M\*MODAL DISCLAIMS ANY AND ALL LIABILITY TO YOU UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND PERSONAL INJURY) ARISING UNDER THE ALLSCRIPTS AGREEMENT (AS SUPPLEMENTED BY THESE TERMS) OR OTHERWISE IN CONNECTION WITH THE ALLSCRIPTS EMR APPLICATION(S) OR M\*MODAL PRODUCT (INTEGRATED THEREIN) OR ANY PORTION THEREOF OR CONFIDENTIAL INFORMATION RENDERED OR PROVIDED TO YOU.

#### 5. Indemnification

You agree to defend, indemnify and hold harmless M\*Modal with respect to any damages, costs and expenses (including, without limitation, litigation costs and reasonable attorney fees) incurred by M\*Modal as a result of any action, claim, investigation or proceeding of a third party brought against M\*Modal (each, a "Third Party Claim") caused by or arising out of the use, distribution or performance by You (or by any third party individual or entity allowed to use the M\*Modal Product under the Allscripts Agreement (as supplemented by these Terms) or whose use is contemplated by the Allscripts Agreement (as supplemented by these Terms) of the Allscripts EMR Application(s) (including the M\*Modal Product as embedded therein), any transcription service, or other product or service (whether or not rendered through use of the Allscripts EMR Application(s)), including, without limitation, any claim of infringement, personal injury claim, product liability claim, claim for payment of taxes, or claim of violation of the Health Insurance Portability and Accountability Act of 1996 (or the rules and regulations promulgated thereunder), provided that (y) M\*Modal notifies You in writing of any Third Party Claim promptly after M\*Modal is made aware in writing of such assertion, and (z) You shall have the right to assume the defense (with counsel reasonably acceptable to M\*Modal) of any such Third Party Claim (with M\*Modal having the right, but not the obligation, to appear at its own expense in

any legal action by counsel of its own selection), including, without limitation, the ability, in its sole discretion, to compromise or settle the Third Party Claim (provided that any such settlement shall contain a complete release of all claims against M\*Modal, including its directors, officers, and employees, and shall not require any admission of fault by M\*Modal or such individuals), and M\*Modal must supply You with all reasonable information, assistance and authority for You to do so (at Your sole expense). For avoidance of doubt, You shall indemnify M\*Modal under this section 5 for any claim caused by or arising out of the manner in which any dictated note (whether medical in nature or otherwise) or medical report was, or failed to be, transcribed, created, reviewed/edited, rendered or delivered, whether or not such transcription, creation, review/editing, rendering or delivery was alleged to have been done or was done properly, improperly or otherwise, or if there was a failure to perform any such transcription, creation, review and editing, rendering or delivery; whether or not such note or medical report is alleged to have been, was, or failed to be transcribed, created, reviewed or edited, rendered or delivered properly, improperly or otherwise; whether or not such note or medical report is alleged to have been, was, or failed to be transcribed, created, reviewed/edited, rendered or delivered using the M\*Modal Product; and whether or not such transcription, creation, review/editing, rendering or delivery, or failure to perform any such transcription, creation, review and editing, rendering or delivery, was alleged to have been done or was done by You or by any individual or entity allowed to use the M\*Modal Product under the Allscripts Agreement (as supplemented by these Terms), or whose use is contemplated under the Allscripts Agreement (as supplemented by these Terms). With respect to any action, claim, investigation or proceeding of a third party brought against M\*Modal in the manner described in this section 5, Your entire obligation to M\*Modal and M\*Modal's sole remedy for Third Party Claims is as set forth in this section 5.

#### 6. Term and Termination

a. Term: These Terms shall be effective during, and their term shall be coterminous with, the term of the Allscripts Agreement, unless otherwise terminated earlier as provided in these Terms.

b. Early Termination with Possibility of Cure: Either Party may terminate these Terms upon written notice in the event the other Party (the "Breaching Party") is in breach of any provision of these Terms if such breach materially and adversely affects the benefits of the non-Breaching Party under this Agreement and the Breaching Party has failed to cure such breach within thirty (30) calendar days after receiving written notice from the non-Breaching Party of such breach.

c. Early Termination for Confidentiality/IP Breaches: In the event that either Party (the "Confidentiality/IP Breaching Party") breaches any of its obligations under these Terms to protect the other Party's Confidential Information or Intellectual Property rights, and the Confidentiality/IP Breaching Party has failed to cure such breach within five (5) business days after receipt of notice thereof from the non-Confidentiality/IP Breaching Party, then, in addition to the rights the non-Breaching Party has under paragraph 6.b, above, the non-Confidentiality/IP Breaching Party may terminate these Terms, and, in the event that You are the Confidentiality/IP Breaching Party, any and all of Your license(s) to use the M\*Modal Product and other Confidential Information (or any portion thereof), with such termination becoming effective immediately upon expiration of the fifth (5<sup>th</sup>) business day.

d. Effect of Termination: Termination or expiration of the Allscripts Agreement or these Terms shall terminate any and all then-effective licenses granted to You under the Allscripts Agreement (as supplemented by these Terms) to use the M\*Modal Product and other Confidential Information (or any portion thereof). Termination or expiration of the Allscripts Agreement or these Terms is without prejudice to the enforcement of any undischarged obligations existing at the time of termination or expiration. Neither Party shall be liable to the other for any termination or expiration of these Terms, provided such termination or expiration takes place in accordance with the terms and subject to the conditions of these Terms.

#### 7. General Provisions

a. Assignment: Neither Party shall assign, sublicense, delegate or otherwise transfer these Terms, or its rights or liabilities herein, in whole or in part, without the prior written consent of the other Party, except that M\*Modal may make such transfer to a third party into which M\*Modal has

merged or that has otherwise succeeded to all or substantially all of such M\*Modal business and assets to which this Agreement pertains (an “**Acquiring Party**”), provided that such Acquiring Party has assumed in writing all obligations under these Terms owing to You. Subject to the foregoing, the rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors or assigns.

b. **Notices:** All notices, requests, demands or other communications permitted or required under these Terms shall be in writing and shall be delivered in person or delivered by a reputable courier service (e.g., FedEx) to the notice recipient and address set forth below for the other Party, and shall be deemed provided or given to the Party at such address upon documented delivery. Either Party may change its notice recipient or address information by proving the other Party with written notice of such change.

c. **No Waiver:** The waiver by either Party of a breach of any provision contained in these Terms shall not be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.

d. **Severability:** If any provision of these Terms is found to be invalid, voidable, void or unenforceable, the Parties agree that such invalidity, voidability, voidness or unenforceability shall affect neither the validity of these Terms nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

e. **Survival of Provisions:** The provisions of these Terms that impose or contemplate continuing obligations on or of a Party shall survive termination or expiration of these the Allscripts Agreement and these Terms and remain in effect until all related obligations are satisfied. Without limiting the generality of the immediately preceding statement, the provisions contained in sections 3 (Confidentiality; Intellectual Property), 4 (Disclaimer of Warranties; Limited Liability) and 5 (Indemnification) shall remain in effect following termination or expiration of the Allscripts Agreement and these Terms.

f. **Headings:** The section and paragraph headings in these Terms are for convenience only and shall not delimit or affect the meaning of any and all terms and conditions contained herein.

g. **Third Party Beneficiary:** You acknowledge and agree that M\*Modal is an intended third party beneficiary of the Allscripts Agreement, and M\*Modal shall have the right to bring an action against You to enforce these Terms before a court of competent jurisdiction anywhere in the world.

h. **Injunctive/Equitable Relief:** You acknowledge that, in the event of a breach of these Terms, no adequate remedy at law may be available to M\*Modal or Allscripts, and that M\*Modal and Allscripts shall be entitled to seek injunctive or other equitable relief against You before a court of competent jurisdiction anywhere in the world, in addition to any relief available at law, without the need to post a bond.

i. **Reliance on Counsel:** You acknowledge that You have had the opportunity to review the Allscripts Agreement (as supplemented by these Terms) and Your rights and obligations under the Allscripts Agreement (as supplemented by these Terms) with Your own legal counsel. You are relying solely on Your own legal counsel and not on any statements or representations of Allscripts, its agents, or any other individual or entity for legal or other advice with respect to your rights and obligations under the Allscripts Agreement (as supplemented by these Terms).

j. **Precedence:** To the extent any provision(s), term(s) or condition(s) contained in these Terms conflicts with any provision(s), term(s) or condition(s) contained in the Allscripts Agreement, the relevant provision(s), term(s) and condition(s) of these Terms shall have priority of interpretation and application over the provision(s), term(s) and condition(s) of such Allscripts Agreement.

k. **Counterparts:** These Terms may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

l. **Governing Law:** This Terms shall be governed by the law of the State of New York or, where applicable, the federal law of the United States of America, without regard to any provision of New York law that would require or permit the application of the substantive law of any other

jurisdiction (except United States federal law), and without regard to any provision of United States law that would require or permit the application of the substantive law of any other jurisdiction (except New York law).

m. **Cumulative Remedies:** Except as specifically provided for in these Terms, all remedies provided for in these Terms are cumulative and are in addition to any rights or remedies available to either Party at law or in equity.

**Multimodal Technologies, LLC**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Notice Address:**

1710 Murray Avenue  
Pittsburgh, Pennsylvania 15217  
Attn: Legal Counsel

**[Sublicensee]**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Notice Address:**