



ALLSCRIPTS DEVELOPER PROGRAM AGREEMENT

2012 Allscripts Developer Challenge Promotion

THIS ALLSCRIPTS DEVELOPER PROGRAM AGREEMENT (the "Agreement") is made and entered as of _____, 20__ (the "Effective Date")

by and between

Allscripts Healthcare, LLC
222 Merchandise Plaza, Suite 2024
Chicago, IL 60654
("Allscripts")

and

Company Name: _____
Street Address: _____
State of Organization: _____
("Developer")

(each of Allscripts and Developer, a "Party", and together, the "Parties").

IN CONSIDERATION of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

This Agreement consists of the following:

- This cover sheet
- The Fee Schedule attached hereto
- The Standard ADP Terms and Conditions attached hereto
- The App Development Requirements
- The App Approval Terms
- The App Review Information List
- The Branding Requirements
- The Required EULA Terms
- The Developer Qualification Standards

Accepted and agreed:

Allscripts

Developer

By: _____

By: _____

Name: Tina Joros

Name: _____

Title: Director, Developer Relations

Title: _____



ALLSCRIPTS DEVELOPER PROGRAM

Fee Schedule

1. Initiation Fee. The standard \$1,500 initiation fee for approving new applicants to the Allscripts Developer Program shall be waived for first-time applicants who apply during the Allscripts developer challenge promotion, which commenced in October, 2012 (the "Developer Challenge Promotion"), provided that Developer submits qualifying submissions for both Phase 1 and Phase 2 of the Developer Challenge Promotion.
2. Annual Fee. Developer shall pay Allscripts an annual fee for continued participation in the Allscripts Developer Program on or before each anniversary of the Effective Date. Such fee shall be \$1,500 on the first anniversary. Each year thereafter, Allscripts may increase such fee by up to 10% upon written notice to Developer.
3. Testing Fee. Beginning September 1, 2013, Developer shall pay Allscripts a fee for Allscripts' testing any Developer App for consideration to become an Approved App. Allscripts shall provide Developer with a good-faith estimate of the expected duration of such testing upon request by Developer. Such fee shall equal \$1,500 for each day or portion thereof, up to a maximum of 20 days per Developer App, on which Allscripts tests any Developer App submitted hereunder for testing and consideration as an Approved App. Length of testing is generally determined by the complexity of the Developer App, number of Allscripts web Services calls being tested and other factors, including the number of Allscripts applications and environments to be tested.
4. Revenue Share.
 - (a) As set forth below, no revenue share payment is due to Allscripts in connection with the provision of an Approved App to Developer's first beta Client for purposes of the Developer Challenge Promotion. Developer shall promptly notify Allscripts in writing of (i) the identity of Developer's first beta Client to which Developer licenses Revenue Share Software (as defined below) during the Developer Challenge Promotion (such Client, the "No Fee Client") and (ii) the details of the No Fee Client's deployment of such Revenue Share Software, including list price for the software, hardware and services deployed at the No Fee Client and duration of contract term signed with the No Fee Client.
 - (b) Except with respect to the No Fee Client's first license of Revenue Share Software, Developer shall pay Allscripts, not later than 45 days after the end of the calendar quarter in which Developer invoices the relevant fees, the Revenue Share Percentage (as defined below) of all amounts invoiced by Developer in connection with (i) the license, lease, sale, distribution, or other provision of any Revenue Share Software or portion thereof; (ii) the performance of services, directly or indirectly, through the use, execution, operation, performance or virtualization of any Revenue Share Software or any portion thereof; and (iii) the performance, directly or indirectly, of installation services, implementation services, software maintenance services, technical support services or other services with respect to any Revenue Share Software or any portion thereof.
 - (c) Developer shall also pay to Allscripts, not later than 45 days after the end of the calendar quarter in which a Later-Enabled Application (as defined below) first meets the definition of Revenue Share Software, the Revenue Share Percentage of all amounts invoiced by Developer in connection with (i) the license, lease, sale, distribution, or other provision of such Later-Enabled Application; (ii) the performance of services, directly or indirectly, through the use, execution, operation, performance or virtualization of such Later-Enabled Application; and (iii) the performance, directly or indirectly, of installation services, implementation services, software maintenance services, technical support services or other services with respect to such Later-Enabled Application.
 - (d) A "Later-Enabled Application" means software (i) that is deployed up to one year prior to the later deployment of relevant Revenue Share Software; (ii) that does not, upon deployment, meet the definition of

Revenue Share Software below; and (iii) that later meets the definition of Revenue Share Software as a result of the deployment of other Revenue Share Software.

(e) “Revenue Share Software” means: (i) a Developer App; (ii) any program that directly or indirectly interoperates or exchanges or shares data (bi-directionally or uni-directionally) with any Associated Allscripts Software through use, execution or operation of a Developer App or portion of a Developer App; (iii) any software program in which a Developer App or portion thereof is embedded or with which a Developer App or portion thereof is integrated or otherwise combined; and (iv) any software program that is dependent for its normal use or a portion of its normal use upon a Developer App or portion thereof, or data received from or through a Developer App or portion thereof. For example, a software application that exchanges data with Associated Allscripts Software through the use of an interface, which interface is a Developer App, shall constitute Revenue Share Software.

(f) “Revenue Share Percentage” means:

- (i) with respect to amounts invoiced prior to the first anniversary of the Effective Date, 15%;
- (ii) with respect to amounts invoiced on or after the first anniversary of the Effective Date, 20%.

Existing Developer Applications

(Attach Additional Sheets as Necessary.)

LIST: _____

Developer List Prices

(Include Licensing, Implementation, Maintenance and All Other Relevant Fees. Attach Additional Sheets as Necessary.)

LIST: _____



Standard ADP Terms and Conditions

ARTICLE 1 LICENSES AND RESTRICTIONS

1.1 Limited SDK License. Subject to Developer's payment of fees and the provisions of this Article, Allscripts hereby grants to Developer a limited, nonexclusive, nonsublicensable, nontransferable license during the Term to use and copy the Allscripts SDK and to modify the Sample Code and Included Code as necessary to:

(a) Create Developer Apps that meet the App Development Requirements;

(b) Submit such Developer Apps to Allscripts in accordance herewith so that Allscripts may determine whether they may become Approved Apps;

(c) Demonstrate Developer Apps and/or Approved Apps to potential Clients, running such Approved Apps only on (i) Developer-owned or Developer-controlled equipment or (ii) non-production equipment owned or controlled by such potential clients; and

(d) Distribute Approved Apps pursuant to a EULA.

1.2 No Reverse Engineering. Developer shall not decompile, extract, translate, decrypt, disassemble, or otherwise reverse engineer any portion of the Allscripts SDK, or attempt to do any of the foregoing, except to the extent that such activity is expressly permitted by applicable law (despite a contractual prohibition on such activity), in which case Developer shall give Allscripts a detailed, written notice at least 30 days prior to engaging in such activity that describes the nature and extent of the contemplated activity.

1.3 Developer Contractors. Developer may use third-party independent contractors ("Contractors") to create Developer Apps in accordance herewith, provided that (a) Developer first notifies Allscripts in writing of the name, address, and other available contact information for the Contractor, together with a description of the contemplated applicable services or products that the Contractor will provide, and promptly notifies Allscripts of any changes in any of the foregoing (b) such use is pursuant to a written, binding agreement (the "Contractor Agreement") between Contractor and Developer that (i) is at least as protective of Allscripts' rights in the Allscripts SDK, the Associated Allscripts Software, and Allscripts' Confidential Information as this Agreement; (ii) contains Contractor's acknowledgement and agreement that Allscripts is the exclusive owner of the Allscripts SDK, the Associated Allscripts Software, and Allscripts' Confidential Information; (iii) designates Allscripts as a third-party beneficiary thereof; (iv) grants Allscripts the right to monitor and audit Contractor to the extent Allscripts may monitor and audit Developer pursuant to Article 8; and (v) prohibits any further sub-contracting by Contractor and prohibits Contractor from authorizing or permitting any third party to access or use the Allscripts SDK, the Associated Allscripts Software, or Allscripts' Confidential Information. Developer shall ensure that each Contractor fully complies with its Contractor Agreement, and Developer shall be liable to Allscripts for any breach by Contractor thereof.

1.4 Other Restrictions. Developer shall not:

(a) except as expressly licensed herein, (i) use, copy, modify, create derivative works of, display, or distribute any portion of the Allscripts SDK for any purpose; nor (ii) authorize or permit any third party to do any of the foregoing.

(b) permit any lien, security interest or other encumbrance to attach to the Allscripts SDK or any portion thereof;

(c) remove, alter, add, or obscure any intellectual property or other proprietary notice or other notice included in the Allscripts SDKs;

(d) use any portion of the Allscripts SDK to provide, or to assist in or further the provision of, any data processing, outsourcing, time sharing, or service bureau services, or any other services for the benefit of any third party;

(e) use any portion of the Allscripts SDKs for any unlawful or illegal activity;

(f) license or otherwise distribute any Approved App to any third party that, at the time of the distribution, is not a Client; or

(g) install or use any portion of the Allscripts SDKs on equipment located in, transmit or otherwise distribute any portion of the Allscripts SDKs to, or access any portion of the Allscripts SDK from any country other than those countries that are parties to the Berne Convention for the Protection of Literary and Artistic Works.

1.5 Qualified Developer Status. Developer shall ensure that it is a Qualified Developer at all times during the Term.

1.6 Allscripts Ownership. The Allscripts SDK is licensed, not sold, to Developer. Developer acknowledges and agrees that, as between the Parties, Allscripts is the sole owner of all right, title, and interest in and to the Allscripts SDK, the Associated Allscripts Software, Allscripts Confidential Information and the Registration Logos, including all Intellectual Property Rights therein and thereto. No rights or licenses are granted by Allscripts other than those rights expressly granted in this Agreement, and Allscripts reserves all rights not expressly granted. Developer shall immediately notify Allscripts of any known unauthorized access or use of any portion of the Allscripts SDK, the Associated Allscripts Software, and/or the Registration Logos. Developer shall cooperate with Allscripts' reasonable efforts to protect its intellectual property and other rights in and to the Allscripts SDK, the Associated Allscripts Software, and the Registration Logos.

1.7 Developer Ownership. As between the Parties, subject (a) to Allscripts' rights in and to the Allscripts SDK, Allscripts' Confidential Information, the Associated Allscripts Software, and the Registration Logos and (b) to applicable law, Developer is the sole owner of all right, title, and interest in and to the Developer Apps, including all Intellectual Property Rights therein and thereto.

ARTICLE 2 DEVELOPER APP APPROVAL

2.1 Submission. From time to time during the Term, Developer may submit to Allscripts a Developer App for consideration as an Approved App (such submission, an "App Review"). Developer shall comply with all App Approval Terms in connection therewith.

2.2 Limited License. Developer hereby grants to Allscripts (and its affiliates and third-party subcontractors) a limited, non-exclusive, royalty-free, worldwide, license during the Term to copy and otherwise use each Developer App (in executable code form) that is the subject of an App Review (and other associated materials and information provided by Developer) as reasonably necessary to (a) evaluate, test, and determine whether to approve such Developer App, and (b) audit and otherwise review Developer's compliance with this Agreement.

2.3 Rights in Materials. Developer hereby represents, warrants and covenants to Allscripts that at all times during the Term it will have all authority and rights necessary in and to Developer Apps, and all other materials and information Developer provides to Allscripts in connection with this Agreement, to provide such Developer Apps, materials and information to Allscripts for the purposes described herein without infringing any third party's rights.

ARTICLE 3 TECHNICAL SUPPORT

3.1 Support. During the Term, Allscripts shall provide (a) online information relevant to participation in the Allscripts Developer Program; (b) online documentation for the Allscripts SDK, including the SDK Install and Configuration guide and the ObjectsPlus development guide; and (c) reasonable access to the Allscripts Developer Program product manager.

ARTICLE 4 BRANDING AND TRADEMARKS

4.1 Requirements. Developer shall ensure that any and all references to the registration status of any Approved App and all marketing thereof shall be in compliance with the Branding Requirements. Developer hereby acknowledges the validity of Allscripts' rights in the Registration Logos, and Developer shall take no action inconsistent therewith. Developer shall ensure that each Approved App is used, branded and marketed only with the then-current version of the Registration Logo specified for use with such Approved App by Allscripts, and only in accordance with the applicable Branding Requirements.

4.2 Trademark License. Allscripts hereby grants to Developer a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable license during the Term to use the Registration Logo(s) in accordance with the Branding Requirements solely for the purpose of marketing the corresponding Approved Apps. The Registration Logos shall remain the exclusive property of Allscripts and all goodwill associated with the use of all Registration Logos and other related Allscripts materials will inure to the sole benefit of Allscripts.

ARTICLE 5 FEES AND CHARGES

5.1 Cost to Clients. Developer, in its sole discretion, shall determine its pricing for the license, support, and other fees associated with Approved Apps and any related products and services. Developer shall notify Allscripts of all applicable pricing details and other information reasonably necessary to enable Allscripts to review and verify Developer's compliance with its obligation to pay the fees due hereunder.

5.2 Payment to Allscripts. Developer shall pay Allscripts (or its designee) the fees and charges set forth in the Fee Schedule on or before the corresponding payment due dates set forth therein.

5.3 Payment Terms. All fees are expressed in U.S. Dollars and all payments will be made in U.S. Dollars. Unless otherwise specified herein, Developer shall make all payments due hereunder by wire transfer using the account information specified by Allscripts either in its invoice or otherwise. All amounts not paid when due shall bear interest at 12% per year simple interest (or the maximum rate allowed by applicable law if it is less than 12% per year) from the due date until the date of payment.

5.4 Taxes. Developer shall pay (or shall reimburse Allscripts, as applicable) for all taxes, customs, duties and assessments (exclusive of taxes based on Allscripts' net income) with respect to this Agreement.

5.5 Download from Allscripts Website. In the event that Allscripts collects payment due to Developer in connection with a Client's or potential Client's download of an Approved App from the Allscripts website, Allscripts shall deliver such payment, less amounts owed by Developer to Allscripts, to Developer within 60 days of Allscripts' collection thereof.

5.6 Equal Discounting.

(a) Developer hereby represents and warrants that the "Developer List Prices" set forth in the Fee Schedule attached hereto are accurate and that all of Developer's available products and services are listed thereon. Developer shall promptly notify Allscripts of any additions or changes thereto.

(b) Developer shall not provide any Revenue Share Software to any third party at a greater discount off the Developer List Prices than it provides on its other products and services to such third party, whether such other products or services are (i) packaged or bundled together with Revenue Share Software; or (ii) provided to such third party within one year before or after providing Revenue Share Software to such third party. Developer shall promptly provide to Allscripts all reasonably requested documentation in connection with the foregoing obligation.

(c) Developer shall provide Clients with discounts on Developer's products and services at least as favorable for a similar volume of product purchased by customer as the best discounts Developer provides to its other customers. Developer may cure any breach of the foregoing obligation by crediting affected Clients within 30 days of Developer's receipt of notice of such breach.

ARTICLE 6 ALLSCRIPTS APPLICATION STORE AND EXCHANGE (ASX)

6.1 Limited License. Developer hereby grants to Allscripts, its affiliates and third-party subcontractors a limited, non-exclusive, worldwide, royalty-free, fully paid, perpetual license to reproduce, transmit, distribute, modify, publicly display, publicly perform, and otherwise use, without compensation or consideration owing to Developer or anyone else, on, through, or otherwise in connection with the ASX or as reasonably necessary for performing any services for Developer: (a) screen shots, video clips, artwork, content, specifications, documentation, and demonstrations associated with any Approved App (all as supplied by Developer to Allscripts or as modified by Allscripts to facilitate inclusion on the ASX or the performance of any such services) or otherwise; (b) Developer-supplied advertising content; (c) specified promotional descriptions, marks, published or standard pricing, file size, version number, development date, hardware or software requirements, and other information for the Approved App or regarding Developer with respect to such Approved App,

as supplied by Developer; (d) a list of U.S. States, regions, and countries where the Approved App will be marketed and made available by or on behalf of Developer; (e) Developer's contact information and hyperlinks to Developer's designated website(s) associated with the marketing of any Approved App; or (f) any of the foregoing in conjunction with any aggregated or detailed end-user- or Allscripts-generated reviews, ratings, or other feedback regarding each Approved App.

6.2 Timeframe. With respect to each Approved App (and its associated materials), the term of the license under this Article shall continue until Developer notifies Allscripts that it has permanently ceased marketing, licensing or otherwise distributing the Approved App. Developer shall provide Allscripts with 60 days' notice of any plans to cease distributing the Approved App and keep Allscripts apprised of any changes in such plans.

6.3 No responsibility. Allscripts has no responsibility for the accuracy or content of any end user feedback regarding any Approved App that is posted or otherwise made available through the ASX and has no obligation to remove or respond to any such feedback or provide Developer a means to do so through the ASX or otherwise.

ARTICLE 7 WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY

7.1 Organization; Authority. Developer represents and warrants that it is duly organized, validly existing, and in good standing under the state or region indicated above, and that Developer has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

7.2 Non-Infringement. Allscripts hereby represents and warrants to Developer that the Allscripts SDK does not infringe any third party's copyright, misappropriate any third party's trade secret, or, to the best of Allscripts' knowledge, infringe any third party's patent.

7.3 Information Update. Developer hereby represents and warrants to Allscripts that all information provided by Developer to Allscripts in connection herewith, including contact information for billing and notices hereunder and information provided in connection with any App Review, is true, correct, and not misleading, and Developer shall promptly notify Allscripts in accordance herewith of any changes thereto.

7.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 6.2, THE ALLSCRIPTS SDK AND ALLSCRIPTS CONFIDENTIAL INFORMATION ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY WHATSOEVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALLSCRIPTS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7.5 Indemnity. Developer shall defend, indemnify, and hold Allscripts harmless from and against all loss, cost, liability, damage and expense (including attorneys' fees) arising out of or in connection with (a) any breach by Developer of this Agreement; (b) any use by Developer of the Allscripts SDK or Allscripts Confidential Information, including any infringement by any Developer App of any third-party Intellectual Property Rights; or (c) any damage caused to any Client's IT environment by Developer or any Developer App.

7.6 Developer Responsibility. Developer acknowledges and agrees that, except as may be otherwise provided pursuant to a separate agreement between Allscripts and Developer or between Allscripts and a Client, neither Allscripts nor any of its affiliates will have any responsibility or liability with respect to Developer's, any Client's, or any third party's distribution, implementation, use, or other form of exploitation of any Approved App or other Developer App. Developer is solely responsible for all representations, warranties, support and other obligations made and liability to any Client or other third party related to any Approved App or other Developer App, including claims arising from product liability, breach of warranty, and intellectual property infringement.

7.7 LIMITATION OF LIABILITY. IN NO EVENT WILL ALLSCRIPTS BE LIABLE TO DEVELOPER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT ALLSCRIPTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS

AGREEMENT, IN NO EVENT SHALL ALLSCRIPTS' LIABILITY HEREUNDER EXCEED THE AMOUNT PAID TO ALLSCRIPTS BY DEVELOPER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURENCE GIVING RISE TO THE LIABILITY. THESE LIMITATIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

ARTICLE 8 CONFIDENTIALITY

8.1 Protected Health Information. Developer shall not submit or make available to Allscripts, in connection with any App Review or otherwise, any Protected Health Information (as defined under Health Insurance Portability and Accountability Act of 1996 (as amended)).

8.2 Confidentiality Obligations. The Receiving Party shall treat as confidential all of the Disclosing Party's Confidential Information and shall not use such Confidential Information except as expressly permitted under this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event with less than reasonable care, to prevent the disclosure of the Disclosing Party's Confidential Information.

8.3 Compelled Disclosure. If the Confidential Information of a Disclosing Party must be disclosed by the Receiving Party pursuant to the order or requirement of a court, administrative agency, or other governmental body, the Receiving Party shall (a) provide prompt notice thereof to the Disclosing Party and (b) use its best efforts to obtain a protective order or otherwise prevent public disclosure of such information.

8.4 Confidentiality of Agreement. Each Party agrees that the terms and conditions, but not the existence, of this Agreement shall be treated as the other's Confidential Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form of public or commercial advertising without the prior written consent of the other Party; provided, however, that each Party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the Parties; (d) in connection with the requirements of an initial public offering or securities filing; (e) in confidence, to accountants, banks, and financing sources and their advisors; (f) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (g) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

8.5 Remedies. Unauthorized use by a Party of the other Party's Confidential Information will diminish the value of such information. Therefore, if a Party breaches any of its obligations with respect to confidentiality or use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

8.6 Freedom to Operate and Residuals. Developer acknowledges and agrees that Allscripts (a) in operating its various businesses, has developed, is developing, or may develop in the future, and shall be free to develop, software applications that may compete with Developer's Developer Apps or contain certain user interfaces, features, or functionalities that are the same or similar to any of those contained in any Developer Apps; and (b) Allscripts may freely use residuals from Developer's Confidential Information, provided, however, that the right to use residuals does not represent a license under any of Developer's patents or copyrights. For the purpose of this Section 8.6, the term "residuals" means any Confidential Information in non-tangible form retained in the unaided memories of Allscripts' employees who have had access to Developer's Confidential Information pursuant to the terms of this Agreement, including ideas, know-how, or techniques contained therein. Allscripts shall have no obligation to limit or restrict the assignment of its employees or to pay any royalties to Developer for any work resulting from the use of residuals.

ARTICLE 9 SECURITY, RECORDS, AND AUDIT

9.1 Licensing Server. Developer acknowledges and agrees that Allscripts may, in its discretion, employ software or other methods that cause the Associated Allscripts Software to respond as documented to Web services calls, function calls, or other interaction only with Approved Apps used by Developer or Clients.

9.2 Records and Audit. During the Term and for a period of 4 years thereafter, Developer shall (a) prepare and maintain reasonably detailed records to verify its compliance with this Agreement and substantiate the fees due to

Allscripts hereunder, (b) make such records available for inspection and copying by Allscripts and its appointed auditors upon reasonable notice by Allscripts, and (c) permit Allscripts or its designees to audit Developer's compliance with this Agreement and, in connection with any such audit, answer Allscripts' questions and otherwise provide Allscripts and Allscripts' designees with reasonably requested information and cooperation related thereto, including providing Allscripts or its designees access to Developer facilities, computer systems and personnel. During such period, Developer hereby grants Allscripts the right to monitor (on-site and remote) and periodically audit in a reasonable manner Developer's (and its Contractors') use of the Allscripts SDK, distribution of Developer Apps, and other activities related to its obligations hereunder, including through conducting site visits and accessing Developer computer systems. If any audit discloses a material unlicensed use or distribution of the Allscripts SDK or any Developer App, Developer shall, in addition to any other rights or remedies available to Allscripts (in law or equity), pay to Allscripts the reasonable expenses incurred by Allscripts in conducting such audit.

ARTICLE 10 TERM AND TERMINATION

10.1 Term. This Agreement shall commence on the Effective Date and continue until terminated in accordance herewith (such time period, the "Term").

10.2 Termination for Breach. Either Party may at any time provide the other Party with 30 days' written notice of such other Party's material breach hereof, and this Agreement shall terminate at the end of such notice period if such breach remains uncured throughout such notice period.

10.3 Termination for Convenience. Developer may terminate this Agreement for any or no reason, which termination shall be effective 60 days after Developer provides notice of such termination to Allscripts. Developer shall not be entitled to any refund of any amounts paid to Allscripts prior to the effective date of termination, and no termination shall relieve Developer of any payment obligations accrued as of the effective date of termination or any obligation to pay Revenue Share Fees that accrues before, on or after the effective date of termination.

10.4 Other Terminations by Allscripts. Allscripts may terminate this Agreement on 30 days' notice to Developer if (a) Allscripts, in its sole discretion, decides to terminate or suspend its business program(s) related to this Agreement (an "Allscripts Suspension"); (b) Developer (or any of its employees or subcontractors or agents) submits a demand to or threatens or commences any action or other proceeding against Allscripts (except for an action for the collection of a due and payable debt payable by Allscripts or a Client) or any of its affiliates or customers; (c) Developer fails to present a written remediation plan to Allscripts, within ten (10) days after Allscripts informs Developer of an App Issue (as defined in the App Approval Terms), that is acceptable to Allscripts (any acceptance by Allscripts shall not be deemed a waiver of any rights or remedies of Allscripts under this Agreement or applicable law); (d) Developer fails to comply with any remediation plan that Allscripts accepts pursuant to subsection (c); (e) Developer becomes insolvent, fails to pay a majority of its debts as they become due, dissolves or ceases to do business, files for or initiates bankruptcy or receivership proceedings or the like, or has a petition for bankruptcy or receivership instituted against it; or (f) Developer makes any disparaging or derogatory comments regarding Allscripts, its products or services, or the Allscripts Developer Program, either publicly, to any Allscripts customer or prospect, or to any other participant or prospective participant in the Allscripts Developer Program.

10.5 Automatic Termination. This Agreement shall terminate automatically if Developer does not in accordance herewith submit by the first anniversary of the Effective Date for consideration as an Approved App a Developer App that Allscripts reasonably believes will become an Approved App.

10.6 Effect of Termination.

(a) Notwithstanding subsection (c) of this Section, if Allscripts terminates this Agreement for an Allscripts Suspension, the Agreement shall continue in full force and effect with respect to Approved Apps that were registered as of the date of termination, and Developer may continue to exercise its rights hereunder in accordance herewith as required for Developer to continue to license and support such Approved Apps for customers licensed in accordance herewith as of the date of termination.

(b) Notwithstanding subsection (c) of this Section, if Developer terminates this Agreement for convenience hereunder, Developer may continue to provide then-existing Clients of Approved Apps with updates thereto in accordance herewith (that do not constitute any separate and distinct Developer

Apps under this Agreement) pursuant to Developer's support and maintenance agreements with such Clients.

(c) Immediately upon any termination of this Agreement, Developer shall cease all access to and use of the Allscripts SDK, ASX, Registration Logos, and all Allscripts Confidential Information, and either return to Allscripts or destroy all materials constituting or including any of the foregoing, and any and all copies and portions of the foregoing (and certify in writing any such destruction to Allscripts, upon request).

(d) Termination of this Agreement will not limit any of Allscripts' rights or remedies against Developer at law or equity. No termination shall relieve Developer of any payment obligations accrued as of the effective date of termination, or any obligation to pay Revenue Share Fees that accrues before, on or after the effective date of termination. Allscripts shall have no liability to Developer as a result of any termination of this Agreement that is made in accordance with its terms.

10.7 Survival. The provisions of Articles 5, 8, 9, 10, 12 and 13 and Sections 1.2, 1.4, 1.6, 7.4, 7.5, 7.6 and 7.7 of these Standard ADP Terms and Conditions shall survive any termination of this Agreement.

ARTICLE 11 CHANGES TO THE ALLSCRIPTS DEVELOPER PROGRAM

11.1 Notification. From time to time, Allscripts may notify Developer of changes ("New Terms") to the terms and conditions of the Allscripts Developer Program, including all portions of this Agreement listed on the cover page hereof. Such changes shall become effective 60 days following Allscripts' delivery thereof to Developer.

11.2 Opt-Out and Partial Refund. If Developer determines, in its commercially reasonable discretion, that the difference between any New Terms and the corresponding, replaced terms hereof will be materially prejudicial to Developer, Developer may terminate this Agreement upon written notice to Allscripts. In case of such termination occurring within the 24-month period commencing on the Effective Date, Developer shall be entitled to a pro-rata refund of any one-time developer fee paid hereunder, according to the number of months passed since the Effective Date.

ARTICLE 12 GENERAL PROVISIONS

12.1 Governing Law and Jurisdiction. This Agreement will be governed by, construed and enforced in accordance with the laws of the state of Illinois, without reference to conflict of laws principles. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois, each Party hereby consents to the jurisdiction of such courts, and neither Party shall bring any action hereunder in any other court. The Parties hereby disclaim and exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

12.2 Compliance with Applicable Laws. In the exercise of their respective rights and the performance of their respective obligations under this Agreement, each Party shall strictly comply with all applicable laws, regulations, and governmental orders.

12.3 Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (a) give either Party the power to direct and control the day-to-day activities of the other, (b) constitute the Parties as employers, employees, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (c) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

12.4 No Hiring. During the Term of this Agreement and for one year thereafter, Developer shall not on behalf of itself or another entity directly or indirectly solicit, hire as an employee or retain as a contractor persons then-employed or retained by Allscripts, or employed or retained by Allscripts within the preceding six months without Allscripts' prior written consent.

12.5 Publicity.

(a) Allscripts may (directly or indirectly through third parties) issue press releases and otherwise disclose (via the Internet, print media, or otherwise) to Clients, prospective Clients, prospective developers, and others (as selected in Allscripts' sole discretion) that Developer is a participant in the Allscripts Developer Program, and may disclose information regarding Developer's Approved Apps and, in connection with such disclosures, use the applicable

logos and other marks of Developer. Developer hereby grants to Allscripts a royalty-free, fully paid, nonexclusive, worldwide license in and to such logos and marks to make such use.

(b) Developer shall not issue any press release or publicity regarding this Agreement or its relationship with Allscripts hereunder, or otherwise use in advertising, publicity or otherwise the name or any trademark or servicemark of Allscripts or any affiliate of Allscripts, without obtaining Allscripts' prior written consent.

12.6 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns.

12.7 Amendments. Except as provided in Article 10, no modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by an authorized representative of both Parties.

12.8 Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the Parties shall negotiate in good faith a substitute, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this Agreement.

12.9 No Waiver. No waiver of any term or condition of this Agreement will be valid or binding on either Party unless the same will have been mutually assented to in writing by an officer of both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either Party to enforce each and every such provision thereafter.

12.10 Construction. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. The word "including", when used in this Agreement, is illustrative rather than exclusive and means "including, without limitation." References herein to "Sections" and "Articles" refer to the sections and articles of these Standard ADP Terms and Conditions.

12.11 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior and contemporaneous communications, representations, discussions, and agreements between the Parties with respect to such subject matter.

12.12 Assignment. Developer may not and shall not assign or delegate this Agreement or any of its licenses, rights, or duties under this Agreement without the prior written consent of Allscripts, by operation of law or otherwise, and any purported assignment shall be void and of no force or effect. A change in control shall be considered an assignment for the purposes of this Section. Allscripts may freely assign or delegate this Agreement or any of its licenses, rights, or duties hereunder in Allscripts' sole discretion.

12.13 Notices. Any notice or other communication required or permitted to be delivered hereunder must be in writing and sent by reasonable means to the address of the recipient first written above. Such notice will be deemed to have been given when delivered, or, if delivery is not accomplished as a result of some action or inaction by the recipient, when tendered.

12.14 Federal Government License.

(a) This Section only applies when Developer is the United States government or an agency thereof.

(b) Portions of the software and other materials licensed hereunder were developed at private expense and constitute and/or embody trade secrets or published copyrighted software. By accepting delivery of the software, the government hereby agrees that this software and the related documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227-7202-1 through 227-7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in DFARS 227-7202-1(a) and 227-7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable. The terms and conditions

of this Agreement shall pertain to the government's use and disclosure of the software, and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the government's minimum needs or is inconsistent in any respect with federal procurement law, the government agrees to make no use of Allscripts' software or other materials. The foregoing provision shall be deemed updated as necessary to reference successor provisions.

12.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one instrument.

ARTICLE 13 DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings:

"Allscripts Developer Program" means the program operated by Allscripts to authorize Qualified Developers to develop, market and distribute Approved Apps.

"Allscripts SDK" means, collectively, (i) any software development kit provided or otherwise made available by Allscripts and (ii) any information in any form shared by Allscripts or otherwise provided by Allscripts, including Allscripts' Confidential Information, Developer uses in connection with the development and testing of Developer Apps, including the SDK Documentation, the Included Code, the Sample Code, and all enhancements, error corrections, or other updates to any of the foregoing that Allscripts may in its sole discretion make available hereunder.

"App Approval Terms" means the then-current Allscripts terms, conditions, and process for the review and approval of Developer Apps, including terms regarding the suspension and withdrawal of Approved App approvals, available on the Developer Network at:
<https://clientconnect.allscripts.com/community/toolbox/adp>.

"App Development Requirements" means Allscripts' then-current rules and requirements for design and development of Developer Apps in connection with the Allscripts Developer Program as set forth at:
<https://clientconnect.allscripts.com/community/toolbox/adp>.

"Approved App" means a version of a Developer App that Allscripts (i) has deemed to have passed the App Development Requirements and (ii) has indicated in writing to Developer is an Approved App.

"Associated Allscripts Software" means Allscripts software with which a Developer App interoperates, including all versions thereof and updates and enhancements thereto.

"ASX" means the Allscripts Application Store & Exchange website(s) managed and used by Allscripts to advise Allscripts customers of software applications designed to interoperate with Allscripts software.

"Branding Requirements" means Allscripts' then-current requirements related to the branding and marketing of Approved Apps, use of the Registration Logos, and statements regarding Developer App approval status. The current Branding Requirements are available at:
<https://clientconnect.allscripts.com/community/toolbox/adp>.

"Client" means an end user of a Developer App (a) that (i) has duly licensed the Associated Allscripts Software from Allscripts (or one of its corporate affiliates or authorized resellers) and (ii) has an active support contract for such Associated Allscripts Software with Allscripts (or one of its corporate affiliates or authorized resellers); and (b) that has been granted a license to such Developer App by Developer in accordance with this Agreement.

"Confidential Information" means any information: (i) disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), which, if in written, graphic, machine-readable or other tangible form is marked as "Confidential" or "Proprietary", or which, if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and

reduced to writing and marked "Confidential" within 30 days of such disclosure; or (ii) which is otherwise deemed to be confidential by the terms of this Agreement. The Allscripts SDK and Associated Allscripts Software shall be considered Allscripts Confidential Information. Notwithstanding the foregoing, Confidential Information shall exclude information that the Receiving Party can demonstrate: (i) was independently developed by the Receiving Party without any use of the Disclosing Party's Confidential Information or by the Receiving Party's employees or other agents (or independent contractors hired by the Receiving Party) who have not been exposed to the Disclosing Party's Confidential Information; (ii) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party that had a right to disclose it; (iii) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Receiving Party; or (iv) was rightfully known to the Receiving Party, without restriction, at the time of disclosure.

"Developer App" means either (i) An Existing Application or a new software program based on an Existing Application, developed or licensed for distribution by Developer using the Allscripts SDK, which program interoperates or exchanges or shares data (bi-directionally or uni-directionally) with any Associated Allscripts Software; and any new versions, upgrades, updates, bug fixes, or other modifications of such software programs; or (ii) a software program not based on any existing software, developed by Developer using the Allscripts SDK, which program interoperates or exchanges or shares data (bi-directionally or uni-directionally) with any Associated Allscripts Software; and any new versions, upgrades, updates, bug fixes, or other modifications of such software programs

"EULA" means an end-user license agreement between Developer and a Client that meets the then-current requirements set forth at:
<https://clientconnect.allscripts.com/community/toolbox/adp>.

"Existing Applications" means Developer's software applications existing as of the Effective Date and listed in the Fee Schedule under the heading "Existing Applications," including updates, upgrades, and successor versions thereof.

"Included Code" means software made available to Developer pursuant to the Allscripts Developer Program that is plainly identified as being authorized for use in the development of a Developer App.

"Intellectual Property Rights" means all current and future worldwide common law and statutory rights, whether arising under the laws of the United States of America or any other state, country, jurisdiction, government, or public legal authority, in, to, or associated with (a) patents, patent applications, and invention disclosures; (b) copyrights, copyright registrations and applications therefor, moral rights, and mask work rights; (c) the protection of trade or industrial secrets or confidential information; (d) all other intellectual property rights and proprietary rights; (e) trademarks, service marks, and other designations of source or origin; (f) any analogous rights to those set forth above; (g) divisions, continuations, renewals, reissues, and extensions of the foregoing (as applicable); and (h) rights to apply for, file for, certify, register, record, or perfect any of the foregoing.

"Qualified Developer" means an organization that meets the then-current Developer Qualification Standards set forth at:
<https://clientconnect.allscripts.com/community/toolbox/adp>.

"Registration Logo" means a logo approved by Allscripts for the purpose of marketing Developer's Approved App. A list of Registration Logo(s) and the types of potential Approved Apps with which they may be used are included in the Branding Requirements.

"SDK Documentation" means data, files, installation and use instructions, and other documentation provided or made available by Allscripts hereunder.

"Sample Code" means source code made available to Developer pursuant to the Allscripts Developer Program for use with Web services or other functionality made available via the Allscripts SDK.

*** End of Standard ADP Terms and Conditions ***