CARE MANAGEMENT AND CAREPORT SPECIFIC TERMS

The Care Management and CarePort Software Allscripts Software (collectively, the "Products") is a software as a service solution which is made available through a cloud-based environment. The terms outlined below shall apply to the following modules (if outlined on the corresponding Order): (a) CarePort Guide, (b) CarePort Connect, (c) CarePort Insight, (d) Utilization Management, (e) Discharge Planning and (f) Referral Management. The terms outlined below apply to the Products and shall be considered Allscripts Software and not Third Party Software. In the event of a conflict between the Agreement and the corresponding Order, these terms shall control over the conflicting provisions of the Agreement.

a) License Term. The license term for the Products shall be coterminous with the Support Term, which may also be referred to as the "subscription term" in the applicable Client Order.

b) Announcement to Extended Care Providers. Client agrees to cooperate in the announcement of its relationship with Allscripts and the availability of the Products to Extended Care Providers ("ECPs"), when applicable, in Clients' market area, including the following: Providing Allscripts with a list of names and addresses of such ECPs for mailing of announcement letter on Client letterhead at Allscripts expense; hosting and jointly presenting with Allscripts at a meeting conducted by Allscripts and Client to introduce the Care Management Software to ECPs, and; participating with Allscripts in periodic follow-up letters on Client letterhead to such ECPs at Allscripts expense. All such communication will be pre-approved by Client. No referral fees or other compensation shall be payable by Allscripts to Client.

c) Press Release and related materials. Client will allow Allscripts the right to use and disclose its name as part of a customer list of the Products, however, Allscripts will not use Client's name for any other purpose or divulge Client's Confidential Information or the confidential details of the arrangement, except as otherwise permitted in this Order.

c) Data Rights. Client acknowledges and agrees the Products are care coordination solutions and each product cross-references Client's data ("Data") against data retained by the Allscripts Software subscriber network. The Products use Data within the Allscripts Software subscriber network to provide various Services that may include but are not limited to benchmarking, analytics and data aggregation ("Reports"). Client may access and use Reports for Client's internal business purposes only. Client may not publish Reports. Client acknowledges and agrees that revoking the foregoing license grant shall terminate Client's right to access or use any care coordination, benchmarking and/or data aggregation reports and features available through the Products or any successor solution(s) requiring data sharing within the Allscripts Software subscriber network. Client hereby grants to Allscripts a non-exclusive right and license to access, use, and disclose Client's Data for the provision of the Services and Allscripts may de-identify Data in accordance with 45 CFR 164.514(b) and reserves the right to (and permit others to) use, disclose, and aggregate de-identified data on a perpetual, unrestricted basis. The terms of this Section shall indefinitely survive the termination or expiration of the Agreement.

d) Growth. Subject to the other license provisions herein, Client's license for the Products covers Organic Growth, provided that Client timely pays Allscripts any associated fee increases specified in the Agreement. "**Organic Growth**" means increases in the volume at the Facilities that are due solely to internal growth of Client's ordinary business activities and transactions at the Facilities. Notwithstanding the foregoing, Client shall not use the Care Management Software in connection with any of the following (each of which constitutes "**Non-Organic Growth**"): (i) Any construction of any new facility (beyond the Facilities); (ii) the physical expansion of any Facility; and/or (iii) the addition of any new facility by acquisition, merger, or otherwise. With respect to Facilities acquired through Non-Organic Growth, Client shall not use the Care Management Software with respect to such newly acquired Facilities unless and until the Parties have so agreed to a Client Order.

e) Support. Allscripts shall provide to Client software modifications to correct any Errors ("Error Corrections"). "Error" means any failure of the Products, as implemented and used in accordance with the Agreement, to operate substantially in conformance with the material functional descriptions in the applicable Specifications, if no Specifications are designated, then the material functional descriptions in the applicable Documentation. Client shall promptly advise Allscripts in writing of any known or reasonably suspected Error in a timely manner. Client shall provide all necessary access to Client's systems and personnel as needed for Allscripts to provide support services, including without limitation software, services, portals and firewalls. Additionally, Allscripts shall provide support in accordance with the support manual and are found at: http://www3.allscripts.com/resources/legal/supportmanual.pdf. CarePort Support may be contacted at support@careporthealth.com or (844)7-CAREPORT.

e) Miscellaneous.

1.   Allscripts may in its sole discretion contract with third party contractors to provide hosting and security services for the Products ordered hereunder provided that Allscripts shall remain primarily responsible for performance of Services hereunder.
2.   For the purposes of the Products ordered hereunder, Client shall not provide, lease, use or lend the Products for timesharing, subscription service or service bureau purposes or for the benefit of any

third party.

3. Support Services and Professional Services will be performed by CarePort Health, LLC, an Allscripts™ Company. CarePort Health, LLC, is a wholly-owned affiliate of Allscripts Healthcare, LLC.

4. The CarePort module require a working internet connection and Microsoft® Internet Explorer version 9.0 or greater.

5. In addition to the Contact Information or Notice addresses set forth in the Agreement, all notices for the Products should also be sent to:

Marc Camm
COO, CarePort Health, LLC
VP - Operations, Allscripts Healthcare, LLC
CarePort Health, LLC, an Allscripts™ Company
201 South Street
Suite 501
Boston, MA 02111