

TRUVEN HEALTH ANALYTICS

Customer acknowledges and agrees that Customer's use of Truven Health Analytics, Inc. ("Truven") software ("Business Partner Product") is subject to the following terms and conditions:

1. Customer may only use the Business Partner Product at the designated sites or only on the designated number of central processing units for which applicable fees have been paid or are required to be paid.
2. Customer may not use the Business Partner Product by, or for the benefit of, a third party.
3. Customer may not use the Business Partner Product outside of the United States or Canada.
4. Customer may not place the Business Partner Product on, or making the Business Partner Product accessible via, the Internet.
5. No title or any right or interest in the Business Partner Product passes to Customer.
6. Customer may not reverse engineer, disassemble or decompile the Business Partner Product.
7. Customer must retain and ensure that all disclaimer notices contained in the Business Partner Products are displayed in the Integrated Software; including, without limitation, any disclaimers regarding any Truven liability for Customer's use of products.
8. Customer may not assign, transfer or duplicate the Business Partner Product except one copy may be made for back-up purposes.
9. Upon expiration or termination of the Customer Agreement, Customer must discontinue all use of the Business Partner Products, and to destroy all copies thereof, as well as all Documentation.
10. Customer may not use any version of the Business Partner Product Content, other than the most current version.
11. THE BUSINESS PARTNER PRODUCT IS PROVIDED "AS IS" TO CUSTOMER, AND TRUVEN MAKES NO REPRESENTATIONS OR WARRANTIES.
12. TRUVEN DISCLAIMS ANY WARRANTY OR REPRESENTATION MADE TO CUSTOMER.
13. ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGE REMEDIES AGAINST TRUVEN ARE DISCLAIMED.
14. Customer shall restrict use of any information generated or provided by the Business Partner Product, in connection with the treatment of patients, to licensed healthcare professionals directly connected with the Customer, either as employees or authorized affiliates; and then, only under the supervision of, and reliance upon, the clinical discretion and judgment of licensed physicians. As between the Customer and Truven, Customer assumes full responsibility for ensuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications.