Cerner Multum, Inc.

The Service is a service provided to you by Cerner Multum, Inc. ("Multum"). The Service and the "Allscripts Healthcare, LLC Horizon Surgical Manager and Allscripts Healthcare, LLC Anesthesia Care" system are separate products provided by separate entities. The Service is intended for use by consumers in the United States.

Every effort has been made to ensure that the information provided in the Service is accurate, up-to-date, and complete, but no guarantee is made to that effect. In addition, the drug information contained herein may be time sensitive.

The Service does not endorse drugs, diagnose patients, or recommend therapy. The Service is an informational resource designed to assist licensed healthcare practitioners in caring for their patients and provide consumers with drug specific information. Healthcare practitioners should use their professional judgment in using the information provided. The Service is not a substitute for the care provided by licensed healthcare practitioners and consumers are urged to consult with their healthcare practitioners in all instances. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective, or appropriate for any given patient.

Multum does not assume any responsibility for any aspect of healthcare administered or not administered with the aid of information the Service provides.

DISCLAIMER OF WARRANTIES

THE CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR WARRANTIES WHICH MAY NOT BE DISCLAIMED AS A MATTER OF LAW, MULTUM MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE SERVICE, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY AND COVERS THE DRUG PRODUCTS USED IN THE PRACTICE IN THE UNITED STATES. MULTUM PROVIDES NO CLINICAL INFORMATION OR CHECKS FOR DRUGS NOT AVAILABLE FOR SALE IN THE UNITED STATES AND CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE SERVICE. MULTUM DOES NOT WARRANT THAT USES OUTSIDE THE UNITED STATES ARE APPROPRIATE.

The Customer acknowledges that updates to the Service are at the sole discretion of Multum. Multum makes no representations or warranties whatsoever, express or implied, with respect to the compatibility of the Service, or future releases thereof, with any computer hardware or software, nor does Multum represent or warrant the continuity of the features or the facilities provided by or through the Service as between various releases thereof.

Any warranties expressly provided herein do not apply if: (i) the Customer alters, mishandles, or improperly uses, stores or installs all, or any part, of the Service, (ii) the Customer uses, stores or installs the Service on a computer system which fails to meet the specifications provided by Multum, or (iii) the breach of warranty arises out of or in connection with acts or omissions of persons other than Multum.

11/08 Confidential

ASSUMPTION OF RISK, DISCLAIMER OF LIABILITY, INDEMNITY

THE CUSTOMER ASSUMES ALL RISK FOR SELECTION AND USE OF THE SERVICE AND CONTENT PROVIDED THEREON. MULTUM SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING CONTENT DELIVERED THROUGH THE SERVICE OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY.

THE CUSTOMER ACNKOWLEDGES THAT MULTUM: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR THE CUSTOMER'S USE OF THE SERVICE OR THE CONTENT PROVIDED THEREON, (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE SERVICE OR CONTENT PROVIDED THEREON MAY BE USED BY THE CUSTOMER, (C) UNDERTAKES NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE SERVICE, AND (D) HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY PERSONS OTHER THAN MULTUM.

MULTUM SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING BUT NOT LIMITED TO THE CUSTOMER AND PERSONS TREATED BY OR ON BEHALF OF THE CUSTOMER) FOR, AND THE CUSTOMER AGREES TO INDEMNIFY AND HOLD MULTUM HARMLESS FROM ANY CLAIMS, LAWSUITS, PROCEEDINGS, COSTS, ATTORNEYS' FEES, DAMAGES OR OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO (A) THE CUSTOMER'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON OR ANY EOUIPMENT FURNISHED IN CONNECTION THEREWITH AND (B) ANY DATA OR INFORMATION INPUT ON THE SERVICE BY CUSTOMER, IN ALL CASES INCLUDING BUT NOT LIMITED TO LOSSES FOR TORT, PERSONAL INJURY, MEDICAL MALPRACTICE OR PRODUCT LIABILITY. FURTHER, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL MULTUM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR DOWN TIME, EVEN IF MULTUM HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. THE INFORMATION CONTAINED WITHIN THE SERVICE IS INTENDED FOR USE ONLY AS AN INFORMATIONAL TOOL AND CUSTOMERS ARE URGED TO CONSULT WITH A PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL REGARDING THEIR SPECIFIC SITUATION FOR DIAGNOSIS OR BY PHYSICIANS AND PROFESSIONALS WHO SHOULD RELY ON THEIR CLINICAL DISCRETION AND JUDGMENT IN DIAGNOSIS AND TREATMENT. AS BETWEEN THE CUSTOMER AND MULTUM, THE CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR INSURING THE APPROPRIATENESS OF USING AND RELYING UPON THE INFORMATION IN VIEW OF ALL ATTENDANT CIRCUMSTANCES, INDICATIONS, AND CONTRADICTIONS.

LIABILITY OF MULTUM TO THE CUSTOMER

Under no circumstances shall Multum be liable to the Customer or any other person for any direct, indirect, exemplary, special or consequential damages arising out of or relating to the Customer's use of or inability to use the Service or the content of the Service provided thereon or any equipment furnished in connection therewith. Multum's total maximum cumulative liability hereunder in connection with this Agreement, whether arising under contract or otherwise, are limited to the fees received by Multum under this Agreement specifically relating to the Customer's use of the service or product which is the subject of the claim.

11/08 Confidential