STAR Assumptions

Assumptions are categorized as follows:

General Assumptions – required conditions that enable successful implementation.

General Assumptions

1. The parties shall work together to ensure effective project execution and fulfillment of contractual obligations and the key deliverables.

2. All changes to the baseline project plan(s), project timeline, or scope shall be reviewed, mutually agreed upon by Client and Allscripts project leadership and documented as part of approved project change control.

3. Risk and issue identification and management is the responsibility of Allscripts and the Client. The Client is responsible for managing risk and issue logs, including progress and follow-up logs.

4. Client shall provide Allscripts with resources (such as parking, telephone, printer, and copier access) that are equivalent to those furnished to its own IT staff during the implementation, including, but not limited to:

5. Internet access, wireless preferred.

   - Access to any other reasonable and incidental supplies, equipment, and services that would contribute to the efficient execution of the professional services.

   - The scope for services in this project is based on the assumptions contained herein. Any change to any assumption shall require a change request which may result in a change to the project timeline, effort, and budget.

6. The Client shall have in place a governance structure for advising the project on operational and organizational changes required and for addressing and managing escalated issues and risks.

7. Allscripts and Client shall complete sign-off for project milestones to ensure all deliverables are completed.

8. Allscripts services may include both remote and onsite work. All onsite professional services shall be performed at the Primary Facility that is designated in the Client Order.

9. Allscripts shall support the following Client environments: Production (ID1) and Test (ID2).

10. Client is responsible for all decisions, acts, and omissions of any persons regarding the delivery of medical care or other services to any patients. Prior to Licensed Materials being placed in a live production environment, it is the Client's responsibility to review and test all Licensed Materials and associated workflows and other content, as implemented, make independent decisions about system settings and configuration based upon Client's needs, practices, standards and environment, and reach its own independent determination that they are appropriate for such live production use. "Licensed Materials" are any software (Allscripts or Third Party), including associated updates, content, and deliverables provided to Client under the Agreement.

11. Any such use by Client (or its Authorized Users) shall constitute Client's representation that it has complied with the foregoing. Client shall ensure that all Authorized Users are appropriately trained in use of the then-deployed release of the Software prior to their

use of the Software in a live production environment. Clinical Materials are tools to assist Authorized Users in the delivery of medical care but should not be viewed as prescriptive or authoritative. Clinical Materials are not a substitute for, and Client shall ensure that each Authorized User applies in conjunction with the use thereof, independent professional medical judgment. Clinical Materials are not designed for use, and Client shall not use them, in any system that provides medical care without the participation of properly trained personnel. Any live production use of Clinical Materials by Client (or its Authorized Users) shall constitute Client's acceptance of clinical responsibility for the use of such materials.

12. The Client shall provide access and support to all environments that host Allscripts software. These environments are constantly available to Allscripts personnel during normal operating hours (or as otherwise specified in the contract or in writing by the Client).

13. The Client shall provide remote access in accordance with Allscripts-approved mechanisms and security measures, which is SecureLink.

14. It is the Client's responsibility to make any necessary configuration changes to non-Allscripts products that affect the Allscripts implementation.

15. The project timeline is documented in the mutually agreed project plan(s).

16. Allscripts shall provide a description of roles and responsibilities as part of the pre-implementation. The project plan(s) assumes that all required Client resources are available throughout the project, that they are properly skilled, and that they are allotted appropriate time to complete assigned tasks.

17. Subject matter experts are required from the user community. As part of the pre-implementation process, Allscripts shall provide specific resource requirements for these areas.

18. It is assumed that version-compatible releases of Allscripts software shall be implemented during this project.

19. Allscripts shall assist with installation of the application software and hardware and shall perform that service on top of supported software only.

20. Allscripts will not implement or install products on top of unsupported software or on software that must be upgraded in order to perform the implementation or installation services.   Accordingly, if the services in this Statement require other software to be upgraded, Client is responsible for such upgrades and if Client desires for Allscripts to perform such upgrade services, such services must be set forth in a separate Statement for additional fees.

21. Software updates may need some degree of regression testing, which must be scheduled in this Project Plan and could extend the Project timeline. It is the Clients responsibility to ensure that all third-party systems, contracted separately or via Allscripts, that are connected via interfacing; integration; API's or workflows need to be evaluated with each upgrade. An upgrade or Cumulative Update can add hours and extend duration of a project which may require additional hours which will be contracted for in a separate agreement.

22. For tasks in the project plan(s) to which both Allscripts and the Client are assigned, Allscripts' responsibility is to provide guidance toward completion of that task.

23. The Allscripts Project Manager shall deliver baseline project plan(s) to the Client. The project plan(s) describe all project deliverables, resource assignments, prerequisites, and milestone dates.

24. Allscripts makes the following assumptions related to data integration:

    - Allscripts eLink™ shall be used as the interface engine between Allscripts products. If eLink is not used for non-Allscripts products, Client's interface engine and personnel are responsible for all translations and data modifications necessary for each application.

25. Out of Scope Projects. Additional services required as a result of Software release changes, modifications, improvements, User Product Training, On-Site Live Date Support, Extended Productive Use Support, Consulting Packages, interfaces and conversion, additional training, extending the mutually agreed project timeline, or any are services that are beyond the implementation or services defined in this SOW Exhibit. In the event Client requests any additional services, Allscripts and Client will determine the scope of additional services to be provided and the terms and conditions (including any additional fees to be paid if any) pursuant to which should additional services be provided by Allscripts. Client and Allscripts will mutually agree to any modifications to the Implementation Services in writing.

26. If Client makes changes to any tasks, deliverables, resource requirements and/or assumptions that could result in project delays, or postpones or halts any material project or implementation date for any reason, Allscripts may invoice Client for reasonable fees and costs resulting from such changes and Client shall pay any such invoices in accordance with the payment terms set forth in the Agreement.

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Confidential Information