ORDER AGREEMENT FOR
3M™ Enhanced Ambulatory Patient Grouping Systems Definitions Manual

THIS Agreement is entered into between 3M Health Information Systems, Inc. ("3M" an operating unit of 3M Company), a Delaware corporation with a principal place of business 575 W. Murray Boulevard, Murray Utah 84123 and CUSTOMER whose name and address appears at the foot of this ORDER AGREEMENT ("Agreement").

1. **ACCESS LICENSE.** 3M grants to CUSTOMER and CUSTOMER accepts, subject to these terms and conditions, the non-transferable, non-exclusive right to access the 3M™ Enhanced Ambulatory Patient Grouping Software Definitions Manual* ("Manual") solely for its own internal purposes. The Manual is not sold, access is licensed. Title to the Manual and all 3M information remain vested in 3M and all rights not expressly granted are reserved by 3M and its suppliers.
   a. **UPDATES.** The fee shall also entitle CUSTOMER to receive periodic corrections to the Manual originally delivered to CUSTOMER, as made available by 3M. The fee entitles CUSTOMER to any later publications of the Manual as may be produced by 3M within the Term.
   b. **PROHIBITIONS.** CUSTOMER will not, (i) sell, lease, license or otherwise transfer the right to use any portion of the Manual; (ii) copy or reproduce any portion of the Manual; (iii) store any portion of the Manual in a retrieval system or transmit any portion of the Manual; (iv) permit any portion of the Manual or any information derived from the Manual to be disclosed to any third party (including but not limited to any agent or supplier); or (v) use any information contained in or derived from the Manual to develop software or any other product having capabilities generally described in the Manual.
2. **CONFIDENTIAL INTELLECTUAL PROPERTY.** CUSTOMER acknowledges that the Manual contains intellectual property ("IP") which is confidential and proprietary information of 3M. CUSTOMER will treat the Manual and its contents as the confidential, proprietary information of 3M. CUSTOMER will immediately notify 3M if CUSTOMER has knowledge that any unauthorized party is in possession of any portion of the Manual (or any copy) or gives evidence of unauthorized use of its contents.
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3. **NO WARRANTIES.** 3M does not warrant that the functions or information contained in the Manual will meet CUSTOMER's requirements or that the Manual will be error free. OTHER THAN AS SET FORTH ABOVE, 3M DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE MANUAL (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR CUSTOMER'S BUSINESS NEEDS OR ANY OTHER PARTICULAR PURPOSE), EITHER EXPRESS OR IMPLIED.
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5. **LIMITATIONS OF LIABILITY.** Regardless of the form or theory of any legal or equitable action brought against 3M by CUSTOMER, CUSTOMER's exclusive remedy and recovery shall be limited to general money damages (and no other relief) in a total amount not to exceed the amount of the fees paid under this Agreement during the Term under which a breach occurred. This amount includes any and all claims combined, including any costs and/or attorneys' fees awarded CUSTOMER, and the foregoing shall constitute CUSTOMER's exclusive remedy.
6. **ORDER – FEES AND PAYMENT.** Upon receipt of a signed Agreement together with your payment in the exact amount of purchase, 3M will provide CUSTOMER instructions for accessing the Manual. Checks must be made payable to 3M Health Information Systems, Inc. This fee is non-refundable nor pro-rated for any reason. Upon submission of Customer's check together with the completed Agreement Customer acknowledges that they accept the general terms and conditions of this Agreement.
7. **TERM.** This Agreement shall become effective upon execution of this Agreement by CUSTOMER and receipt by 3M, and shall remain in force throughout the Term unless terminated earlier as provided in this Agreement. CUSTOMER shall pay a fee to 3M for access to the Manual for a specified access period ("Term"). Such sum shall entitle CUSTOMER to the use of the Manual for the pre-paid Term, as authorized in this Agreement.
   a. **TERMINATION.** This Agreement shall terminate immediately at the end of the Term or as defined in Section 8. Upon termination of this Agreement, 3M will terminate CUSTOMER access rights to the Manual.
8. **BREACH.** Failure by 3M or CUSTOMER to comply with any term or condition of this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default provided that if CUSTOMER violates any of the conditions of Section 2, this Agreement shall immediately terminate. If the party in default has not cured such default within thirty (30) days after receipt of notice, the notifying party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise under law, to terminate this Agreement by giving notice to take effect immediately.
9. **SURVIVAL.** CUSTOMER obligations in Sections 1, 2, 3, 4, 5, 8, 9, 10 and 11 shall survive any termination of this agreement.
10. **NO THIRD PARTY BENEFICIARIES.** No third party is intended to be a beneficiary of any provision of this Agreement.
11. **JURISDICTION.** The validity, construction and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

*Note that the Manual is primarily a reference guide and educational tool, and is not designed to facilitate the assignment of EAPGs for large volumes of patients. Individuals primarily concerned with this task should obtain 3M's Enhanced Ambulatory Patient Grouping software product. For more information on 3M™ Enhanced Ambulatory Patient Grouping software, call 3M HEALTH INFORMATION SYSTEMS at (801) 265-4200 and ask for one of our sales representatives.

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Please complete and sign this ORDER AGREEMENT, attach your check, and mail to 3M HEALTH INFORMATION SYSTEMS, Inc., 575 W. Murray Boulevard, Murray, UT 84123 Attn: Denise Hansen. If you have any questions you may call: 801-265-4654 or email: dfhansen@mmm.com.

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