

LIAISON AGREEMENT

This Liaison Agreement (the “Agreement”) is entered into effective as of March 12, 2010 (the “Effective Date”) by and between the Continua Health Alliance, an Oregon nonprofit corporation, with its principal office at 3855 SW 153rd Drive, Beaverton, OR 97006 (“Continua”) and the Health Level Seven International, a New Jersey nonprofit corporation, with its principal place office at 3300 Washtenaw Avenue, Ste 227, Ann Arbor, MI 48104 USA (“HL7 International”).

BACKGROUND

HL7 International and Continua have identified certain areas of mutual interest, as further described below. Each party believes that it would be mutually beneficial to share certain information and documents within the defined areas of mutual interest and to cooperate as described in this Agreement. The parties therefore seek to structure and strengthen their relationship and to foster closer cooperation through this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto each, in consideration of the mutual rights and obligations set out herein, hereby agree as follows:

1. Definitions.

For the purposes of this Agreement:

(a) “Confidential Information” means (i) all information disclosed in tangible form and marked “confidential” or “proprietary” or its equivalent or information which is otherwise disclosed in circumstances or on terms such that there is a clear implication that it is confidential, and (ii) all information disclosed orally or otherwise in intangible form and designated as “confidential” or “proprietary” or its equivalent at the time of disclosure or is otherwise disclosed in circumstances or on such terms such that there is a clear implication that it is confidential. Confidential Information may include, without limitation, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information. Confidential Information also includes, without limitation, all information disclosed at all HL7 International or Continua meetings and proceedings unless the party holding the meeting has authorized the public release of such information.

(b) “Contact Person” means the representative of each party who is responsible for overseeing implementation of this Agreement. Each party’s initial Contact Person is listed in Exhibit B, attached hereto and incorporated herein. A party may change its Contact Person by giving written notice to the other party.

(c) “Contributions” means any work which may be encumbered by Intellectual Property Rights (“IPR”), as defined below.

(d) “Documents” means copies of working documents and drafts within the Work Areas.

(e) “Intellectual Property Rights (“IPR”)” means patents and pending patent applications, copyrights covering software or firmware, and mask works on integrated circuit mask sets, whether in existence now or created, invented or developed in the future.

(f) “Work Areas” means the agreed work areas described in Exhibit A hereto, as modified from time to time by mutual written agreement of the parties.

2. **Areas of Mutual Interest.**

(a) The parties shall agree on specific areas of mutual interest that they wish to address jointly and shall designate these areas a “Work Areas” under this Agreement.

(b) The parties shall exchange, upon request, on a regular basis and free of charge, information on relevant work programs in areas of mutual interest subject to and in accordance with the terms and conditions of this Agreement.

3. **Documents.**

(a) Upon request, each party agrees to make available to the other party copies of Documents within the Work Areas unless the Document holder objects.

(b) The Documents are only to be made available to the members and to the affiliates of such members of Continua and HL7 International and solely for the purpose of activities relating to this Agreement. Continua and HL7 International each agrees to provide notice to its members to keep the Documents confidential. The method of access for the Documents is set forth at Exhibit C. A party may modify the method of access to its documents by giving written notice of the changes to the other party.

(c) Continua and HL7 International undertake to use reasonable commercial efforts to exchange Documents via e-mail and, when appropriate, by electronic download from its Web site or from an FTP site.

(d) Each party agrees to reproduce any warranty disclaimers or limitations of liability which are included in any Documents or other materials made available to it under this Agreement.

(e) With respect to the Documents and other materials that each party provides to the other:

(i) The party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and will take no position on the validity or scope of any such rights.

(ii) The party will not make any explicit determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice.

(iii) The party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a Document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any effort to identify any such rights.

4. **Observers.**

(a) At either (i) the invitation of the Contact Person of the hosting party or (ii) if, at the request of the other party, the Contact Person of the hosting party so agrees, Continua or HL7 International observers (“Observers”) may attend and participate in the other party’s meetings. Either party may designate any parts or parts of its meeting as “closed” and the other party’s Observer may not attend or participate in such “closed” sessions. Attendance by an Observer is subject to the agenda containing items of mutual interest (as determined by the chairperson of the hosting party’s technical body/group, or by an executive officer of the hosting party). All Observers should be familiar with and comply with their obligations under this Agreement, as well as all of the hosting party’s rules and policies that are applicable to meeting attendance.

(b) Observers may submit technical proposals to the chairperson of the group/body in which they are participating, provided, however, that Contributions shall only be submitted pursuant to the terms set forth in section 6 of this Agreement. For example, HL7 International members who are also members of Continua may make Contributions only in their capacity as Continua member(s) under Continua membership rules, including its IPR policy and Continua member(s) who are also members of HL7 International may make Contributions only in their capacity as HL7 International members under HL7 International membership rules, including its IPR policy. Such Contributions must be clearly documented to be made by member(s) of the organization to which the Contribution is made.

(c) In the event that an Observer is a member of both Continua and HL7 International, the Observer will inform the chairperson of the group/body in which he or she is participating of the affiliation being represented, which must remain consistent during the course of that meeting. If the Observer does not identify the affiliation, it will be presumed that attendance is as a member of the hosting party.

5. **Confidential Information.**

(a) Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) may disclose certain Confidential Information from time to time as they may agree, free of charge, relating to information on programs of work in areas of mutual interest for the aims of the parties. The Receiving Party undertakes for itself, its successors and assigns:

(i) for a period of three (3) years following first dissemination by the Disclosing Party, to maintain in confidence and to not disclose the Disclosing Party's Confidential Information or any information derived there from to any third party other than to employees, officers, directors, independent contractors, professional advisors, members of either party, except where, with the consent of the other party, such information is incorporated into either party's specifications, standards or official documents (as appropriate). The Disclosing Party may indicate to the other that certain Confidential Information should remain confidential at all times or until further notice and that the limit of three (3) years does not apply;

(ii) not to copy (except as necessary or useful for the purposes set forth herein), reverse engineer, reverse compile or attempt to derive the composition or underlying information of any such Disclosing Party's Confidential Information, or to reduce to writing any part of such Confidential Information (except as necessary or useful for the purposes set forth herein);

(iii) to limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's employees, officers, directors, members and member affiliates, independent contractors and professional advisors who have (1) been notified that such information is Confidential Information for the purpose set forth herein; and (2) who have entered into a confidentiality undertaking with the Receiving Party; and

(iv) to protect the Disclosing Party's Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure, use, dissemination, publication, alteration or destruction of the Confidential Information as the Receiving Party uses to protect its own confidential or proprietary information of a like nature.

(b) The Confidential Information shall not include information which:

(i) is or becomes a matter of public knowledge through no fault of the Receiving Party (or a member or an affiliate of the Receiving Party); or

(ii) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party, and which was not previously acquired under an obligation of confidentiality; or

(iii) was rightfully disclosed to the Receiving Party without restriction by another person who has the lawful right to so disclose; or

(iv) which the Receiving Party can demonstrate has been independently developed by the Receiving Party without access to such Confidential Information; or

(v) is lawfully disclosed pursuant to any statutory or regulatory authority, valid subpoena or court order, provided the Disclosing Party is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible.

(c) The parties acknowledge and agree that Confidential Information received hereunder shall not be used by a member, or members, of the Receiving Party for the purpose of

asserting new or amending pending IPR claims where such assertion or amendment would prevent or significantly hamper the members of the Disclosing Party from receiving licenses in said IPR claims under the terms of the Disclosing Party's IPR and licensing policies. Prior to making any Confidential Information available to any member, the Receiving Party shall assure that its members are subject to a confidentiality agreement no less restrictive than this Section 5(a) and (b).

(d) Notwithstanding anything to the contrary herein, any member of Continua or HL7 International shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacturing, marketing and maintenance of its products and services. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information pursuant to this Agreement.

(e) Notwithstanding anything to the contrary herein, the parties agree that disclosure of Confidential Information under this Agreement to a "party" does not include disclosure of Confidential Information between members of HL7 International or Continua, including, without limitation, pursuant to meetings described herein, but rather only relates to Confidential Information disclosed between employees or agents of HL7 International or Continua. Additionally, and notwithstanding anything to the contrary herein, neither party shall be responsible for breaches of this Agreement or liability under this Agreement caused by its members.

6. Intellectual Property Rights.

(a) Contributions may be made to Continua by members of HL7 International who are also members of Continua only in their capacity as Continua members under Continua membership rules, including its IPR policy.

(b) Contributions may be made to HL7 International by members of Continua who are also members of HL7 International only in their capacity as HL7 International members under HL7 International membership rules, including its IPR policy.

(c) Neither party acquires ownership of any intellectual or industrial property rights under this Agreement or through any disclosure hereunder. No license to any patent, trademark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereunder except where expressly stated. Each Receiving Party obtains only a limited right to use the Disclosing party's Confidential information for the limited purposes set forth in this Agreement, as provided in Section 5.

(d) Each party agrees that, to the extent practicable, all confidentiality and copyright notices will be maintained on and will not be removed from any Documents (and copies thereof).

7. Copyright of Materials.

(a) The chairperson of a technical body/group of one of the parties may agree to incorporate into a published document text and/or graphics provided by the other party

("Submitted Materials") where the copyright in such text or graphics owned solely by that other party and with the consent of the other party.

(b) In the event Continua and HL7 International determine that it would be mutually beneficial to co-develop any materials, they will separately negotiate and reach a written agreement on the terms of the co-development, including the ownership of work product and such other matters as they may consider being the appropriate topics of special negotiation.

8. **Term and Termination.** This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of two (2) years from the Effective Date. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. It is expressly agreed that all the provisions in sections 1 (Definitions), 5 (Confidential Information), 6 (Intellectual Property Rights), 7 (Copyright of Materials), 8 (Term and Termination), 9 (Warranty Disclaimer), 10 (Limitation of Liability) and 11 (General) shall survive the termination or expiration of this Agreement for any reason.

9. **Warranty Disclaimer.** EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

10. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF ITS OBLIGATIONS UNDER SECTION 5 (CONFIDENTIAL INFORMATION) AND LIABILITY RESULTING FROM ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DRAFT DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DRAFT DOCUMENTS BY THE PROVIDERS THEREOF.

11. **General.**

(a) This Agreement supersedes all prior discussions and constitutes the entire agreement between the parties with respect to the subject matter hereof. Except for changes to Exhibits B and C and the parties to receive notice, no change in, modification of or addition to the terms and conditions contained herein will be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both parties and which specifically states that it constitutes an amendment to this Agreement. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement.

(b) Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.

(c) It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither party has the right to act on behalf of or bind the other party in any manner.

(d) Without the prior written consent of the other party to this Agreement, neither party will issue a press release or other public statement regarding the terms of this Agreement. Each party may note the existence of this Agreement.

(e) This Agreement shall be governed by and interpreted in accordance with the laws of the Oregon as applied to agreements entered into and fully performed therein by residents thereof

(f) All notices or other communications permitted or required under this Agreement must be in writing in the English language and must be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons and to the Chairman of the Board of the respective parties at the addresses as set forth above and in Exhibit B or such other address as either party shall have furnished to the other pursuant to this section.

The Continua Health Alliance
"Continua"



Signature

Print Name

Charles Parker

Print Title Executive Director, Continua

Health Level Seven International
"HL7 International"



Signature

Charles Jaffe, MD, PhD

Print

Name

Chief Executive Officer

Print Title Chief Executive Officer, HL7

EXHIBIT A
WORK AREAS

The work areas of mutual interest to Continua and HL7 International under this Agreement consist of:

From HL7 International:

- HL7 CDA Specification
- HL7 CCD Implementation Guidelines
- HL7 2.5 Messaging Standard
- HL7 2.6 Messaging Standard
- HL7 3.0 Interoperability Standards
- *Additional items may be added*

From Continua:

- Access to the CESL code base.
- Access to Continua Design Guidelines.
- *Additional items may be added*

EXHIBIT B
CONTACT PERSONS

Continua

Name: Chuck Parker, Executive Director

E-mail Address: chuck.parker@continuaallinace.org

Phone number: 781 724-8872

HL7 International

Name: Charles Jaffe, MD, PhD, HL7 International CEO

E-mail Address: cjaffe@HL7.org

Phone number: +1-734-677-7777

EXHIBIT C
DOCUMENTS
METHOD OF ACCESS

From Continua:

Continua working documents are available on its Web site and may be accessed at www.continuaalliance.org/members

From HL7 International:

HL7 International working documents are available on its Web site and may be accessed at www.HL7.org