

HMA INFORMATION SERVICES TRIAL SUBSCRIPTION END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION BEFORE CLICKING THE “ACCEPT” BUTTON OF THE HMA IS TRIAL SUBSCRIPTION (“SUBSCRIPTION”). BY CLICKING THE “ACCEPT” BUTTON OR DOWNLOADING OR USING THE SUBSCRIPTION, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. AS DESCRIBED BELOW, CLICKING THE “ACCEPT” BUTTON OR DOWNLOADING OR USING THE SUBSCRIPTION ALSO OPERATES AS YOUR CONSENT TO AUTOMATIC UPDATES OF THE SUBSCRIPTION WITHOUT FURTHER NOTICE TO YOU. IF YOU COMPLY WITH THIS EULA, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

General.

The terms “HMA,” “HMAIS,” “Our,” “Us” and similar terms refer to Health Management Associates, Inc., a Michigan corporation, and its subsidiaries and affiliates. The terms “You,” “Your” “Subscriber” and similar terms refer to the individual or entity that is subject to this EULA.

Scope of Services

HMAIS proposes to provide a trial subscription (“Subscription”) to the HMAIS online Medicaid information service (the “Service”) for use by all employees of your organization (collectively “Authorized Users”) for the sole purpose of allowing You to evaluate the suitability of the Service during the trial period specified below for Your internal business purposes. HMAIS reserves all rights not expressly granted to You in this EULA.

Trial Period

Your trial subscription to the Service will begin upon acceptance of the EULA and will expire three (3) months thereafter (“Trial Period”), at which time You will have the option of subscribing to the Service for a monthly subscription fee pursuant to a separate Letter Agreement.

Trial Subscription

Your trial subscription to the Service will include the ability to access the password-protected Service website containing Medicaid-related data, reports, state-by-state overviews and public documents solely for evaluation purposes only.

Except as otherwise permitted herein, the following restrictions apply to Your use of the Service (collectively “Restricted Acts”):

- (a) You may not post, use, or store the Service or any portion thereof on any website or shared directory, or in any networked computer environment where the Service is accessible to any person who is not an Authorized User under the terms of this EULA.
- (b) You may not retransmit, distribute, license, lease, sell, publish, broadcast, or in any way make available to any third party the Service (or any portion thereof).
- (c) You may not modify, copy, reproduce, or create derivative works from the Service (or any portion thereof) for purposes of transmission, distribution, license, lease, sale, publication, or broadcast to any third party.
- (d) You may not download, copy, store and/or create derivative works of any nature of any information from the Service during the Trial Period, including but not limited to charts, graphs, Excel files, PowerPoint Slides, or any information, documents or data from the Service.
- (d) You may not download, copy, or store any part of or all of any specific or aggregated data, charts, documents or information of any nature from the Service for any purpose whatsoever during the Trial Period.

General Terms of Agreement

The Service will be performed by HMAIS as an independent contractor. This Agreement does not create a relationship between the parties of employment, partnership, joint venture, agency, or any other relationship other than that of independent contractors.

You are responsible for all activity occurring under your Service account. You acknowledge that your access to the Service, including user identifications and passwords, will be your “key” to the Service and, accordingly, you must maintain the confidentiality of such access information. You must notify HMAIS immediately of any unauthorized use of any password or account or any other known or suspected breach of security for which you become aware. You will defend, indemnify and hold HMAIS harmless from any and all

expenses and damages arising from or related to the unauthorized use of the Service, breaches of security, or Restricted Acts under your Service account or any of the user identifications linked to your Service account. You are responsible for obtaining, maintaining and supporting your internet access, computer hardware and other equipment and services needed for your access to the Service.

As between you and HMAIS, HMAIS owns all worldwide right, title and interest in and to the Service and information derived from the Service, including all worldwide intellectual property rights therein. All rights with respect to the Service and information derived from the Service not expressly granted herein are reserved by HMAIS.

The parties agree that neither party will be liable to the other for consequential, punitive, special, incidental, and exemplary loss, damage or expenses. Your sole and exclusive remedy, and HMAIS' entire responsibility, for any breach of this Agreement by HMAIS will be for HMAIS to use commercially reasonable efforts to cure the breach at its own expense, and failing that, to return any fees for the Service related to such breach. In no event shall HMAIS be liable under this Agreement, (whether in contract, tort, negligence, strict liability, product liability, under statute or otherwise) to you or to any third party for aggregate damages in excess of the fees and expenses paid by you to HMAIS hereunder.

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. HMAIS MAKES AND GIVES NO WARRANTY CONCERNING THE SERVICE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. HMAIS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. HMAIS ALSO MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED) REGARDING THE SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR THE INFORMATION YOU OBTAIN OR DERIVE FROM THE SERVICE. ANY EMPHASIS YOU PLACE ON THE SERVICE IS A MATTER OF YOUR OWN EXCLUSIVE JUDGMENT. You further acknowledge and agree that HMAIS is under no duty to update, correct or modify the Service in any way.

You (including your affiliates and related persons or entities) hereby forever release and waive any claims you may have, at law or in equity, against HMAIS resulting from your use of the Service, including but not limited to claims relating to the accuracy or completeness of the Service.

You acknowledge that the Service provided to you is confidential and you hereby agree (a) not to use it for any purpose other than evaluation of the suitability of the Service for your internal business purposes and (b) not to disclose it or any information derived from the Service to any third party without our express permission except that you may disclose the information derived from the Service to your (i) affiliates, employees, officers, and directors who have a need to know such information, and (ii) your legal advisors and accountants who are bound by written agreements and/or rules of professional ethics to maintain such information as confidential.

Data provided on the Service website comes from publicly available sources that are aggregated and organized by HMAIS and HMAIS does not provide any analysis or interpretation of this data. It is expressly understood that HMAIS assumes no obligation or liability for any advice furnished by HMAIS with respect to the Service or information derived from the Service, all such advice being given and accepted at your sole risk.

Neither HMAIS nor any of its affiliated companies (including HMA) endorse or recommend any commercial products, processes or services. Therefore, any mention of products, processes or services in the Service or on any HMAIS or HMA-related website is not an endorsement or recommendation. Further, neither HMAIS nor any of its affiliated companies (including HMA) control or guarantee the currency, accuracy, relevance or completeness of information found on linked external websites.

Governing Law

All questions concerning the validity, interpretation and performance of this EULA shall be governed by and decided in accordance with the laws of the State of Michigan, without regard to any conflicts of laws and principles thereof. This EULA and the transactions contemplated herein are not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HMA ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND SPECIFICALLY WAIVE YOUR RIGHTS TO DO SO BY ENTERING INTO THIS EULA.

Miscellaneous.

If You are agreeing to this EULA on behalf of an entity, You represent and warrant that You have the full authority to bind that entity to this EULA and Your agreement to this EULA will be treated as the agreement of the entity. You also represent and warrant that you have read and understood this EULA, that You are not using the Subscription to store Data subject to HIPAA and that You are not engaging in any activities that are inconsistent with this EULA. You understand and acknowledge that the subscription, third party software and the reports may be subject to export administration regulations relating to the export of technical data and products. This EULA is subject to, and You agree to comply with, any laws, regulations, orders and other restrictions on the export of the Subscription, Third Party Software and Reports. If any provision of this EULA is held to be illegal, invalid or unenforceable in any respect, then the parties hereto shall substitute such provision with a legal, valid and enforceable provision which attempts to obtain the same result as the provision declared illegal, invalid or unenforceable. The provisions hereof are severable, and in the event any provision of this EULA is held to be illegal, invalid or unenforceable in any respect, then the remaining provisions of this EULA shall remain binding on the parties hereto. No waiver by any part of any of the provisions hereof shall be effective unless expressly set forth in writing and executed by the party so waiving. The waiver by any party of a breach of any provision of this EULA shall not operate or be construed as a waiver of any subsequent breach. The provisions of this EULA that by their nature survive the expiration or termination of this EULA shall so survive. This EULA constitutes the sole and entire agreement of the parties with respect to the subject matter of this EULA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter hereof.