

INNOVU CLOUD SOLUTIONS ADDENDUM

1. The specific Innovu Cloud Solution to which Customer has been granted access is described in applicable documentation that can be found at the following location <http://innovu.com/documentation> Innovu reserves the right to update any policies and/or documentation for the Innovu Cloud Solutions at any time.
2. For purposes of this Innovu Cloud Solutions Addendum, “Customer” shall be understood to include “End Customers” when the Customer signing this Addendum is acting in the role of Advisor.
3. Use of Innovu Cloud Solutions
 - Innovu will create, manage and delete access credentials for Customer’s authorized system users
 - Only Customer’s authorized administrators on record will be permitted to request access credentials for Customer’s new system users or delete access credentials for system users no longer needed.
 - Innovu has the right to approve additional users, which shall not be unreasonably withheld.
 - Customer users can be Customer employees and/or designated third parties such as contractors, brokers or independent consultants provided that Customer remains solely responsible to Innovu for all such users’ compliance with the Agreement.
 - An authorized user account may be replaced by a new authorized user account for a new individual replacing one who no longer requires ongoing use of the Innovu Cloud Solution(s).
 - Each authorized user account will be used by one and only one individual.
 - A user’s password may not be shared with any other individual.
 - Customer will not (a) use an Innovu Cloud Solution to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (b) interfere with or disrupt the integrity or performance of any Innovu Cloud Solution or third-party data contained therein, (c) attempt to gain unauthorized access to any Innovu Cloud Solution or its related systems or networks, (d) permit direct or indirect access to or use of any Innovu Cloud Solution in a way that circumvents a contractual usage limit, (e) copy an Innovu Cloud Solution or any part, feature, function or user interface thereof, (f) copy content except as permitted herein or in an Order Form or the Documentation, (g) frame or mirror any part of any Innovu Cloud Solution, other than framing on Customer’s own intranets or otherwise for Customer’s own internal business purposes or as permitted in the documentation, (h) access any Innovu Cloud Solution in order to build a competitive product or solution, or (i) use any Innovu Cloud Solution to conduct any illegal activity or otherwise in any unlawful manner.
 - Customer will access the Innovu Cloud Solution via web-based interface. Depending on specific solution Customer may be required to access over a VPN.
 - Customer agrees to abide by restrictions on the use of PHI as outlined in the BAA between the parties.
 - Customer will use commercially reasonable efforts to prevent unauthorized access to or use of Innovu Cloud Solution, and notify Innovu promptly of any such unauthorized access or use.
 - Customer will use Innovu Cloud Solution only in accordance with the documentation
4. Rights in Innovu Cloud Solutions
 - Innovu retains the right to monitor Customer activity both to prevent any illegal activity and to monitor the usage limit in the Order Form
 - Customer shall not use any adaptations that may be created by any third-party independent entity.
 - Innovu Cloud Solutions are Innovu Confidential Information and as such Customer shall follow the non-disclosure provisions as set forth in the Master Agreement
 - Customer is granted no right to use documentation, data, or reports other than the rights granted by the Agreement.
5. Usage metrics for Innovu Cloud Solutions
 - Usage metrics and limits are defined in the Order Form for each Innovu Cloud Solution purchased. Customer may access and use the Innovu Cloud Solution purchased only up to the usage limits specified

in such Order Form. If Customer's actual usage exceeds the usage limits stated in the applicable Order Form, Innovu may charge Customer (or Advisor, as may be applicable) additional fees for such excess usage and Customer hereby agrees to pay (or cause its Advisor to pay) such additional fees.

- Innovu has the right to audit Customer's actual usage of the Innovu Cloud Solutions against the usage limits set forth in the applicable Order Form at any time during the Term.
- The Term of each of the Innovu Cloud Solution is detailed in the Order Form.

6. The Provision of Services and System Availability for Innovu Cloud Solutions can be found at <http://innovu.com/provision-of-services>.
7. The Security & Privacy Disclosures for Innovu Cloud Solutions can be found at <http://innovu.com/security-privacy-disclosures>.
8. The Standard Support Plan will be provided to Customer's Users at no additional charge. The Standard Support Plan for Innovu Cloud Solutions can be found at <http://innovu.com/standard-support-plan>.
9. The following terms apply to Customer for the use of the American Medical Association (AMA) CPT codes in the Innovu Cloud Solutions.

9.1 Grant of Rights Restrictions

- a. Innovu has licensed the 2014 Editorial Content from the AMA and the license granted is a nontransferable, nonexclusive license, for the sole purpose of internal use by Customer within the United States.
- b. Customer is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party Innovu Cloud Solutions, or a copy or portion of Innovu Cloud Solutions.
- c. Provision of updated Editorial Content in Innovu Cloud Solutions is dependent on continuing contractual relationship between Innovu and the AMA.

9.2 Notices

- a. CPT is copyrighted by the AMA and CPT is a registered trademark of the AMA.
- b. *U.S. Government Rights*
This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, AMA Plaza, 330 N. Wabash Ave., Suite 39300, Chicago, IL 60611-5885. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (February 2014) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (May 2014) and/or subject to the Limited Rights Notice or the Restricted Rights Notice of FAR 52.227-14 (May 2014) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

9.3 Back Up Rights

Customer may only make copies of the results of Innovu Cloud Solutions' product for back up or archival purposes and all notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back up or archival copies made.

9.4 Miscellaneous

Editorial Content as contained in the Innovu Cloud Solutions is provided "as is" without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet the Customer's requirements, and that the AMA's sole responsibility is to make available to Innovu replacement copies of the Editorial Content if the data is not intact; and that the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in Editorial Content.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the last day and year written below.

Innovu, LLC

Capital Area Intermediate Unit

By: _____

By: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____