

**RENEWAL AND AMENDMENT NO. 4
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
HealthStream Inc.**

THIS RENEWAL AND AMENDMENT NO. 4 to the County of Monterey Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and **HealthStream Inc.** (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on October 1, 2009; and

WHEREAS, that Agreement expired on October 3, 2011; and

WHEREAS, the County and Contractor amended the Agreement previously on October 1, 2010 via Amendment No. 1, on October 1, 2011 via Amendment No. 2 and on May 1, 2013 via Amendment No. 3; and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, beginning July 1, 2014 and increase the amount payable by \$175,463 to continue to provide services associated with Web Based Clinical Education Content Services within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Agreement, except as specifically set forth below.

1. The term of this RENEWAL is from July 1, 2014 to June 30, 2016 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
2. Exhibit A to the Agreement is replaced with Renewal and Amendment-No. 4 to Exhibit A, attached to this Renewal. All references in the Agreement to Exhibit A shall be construed to refer to Renewal and Amendment No. 4 to Exhibit A.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Renewal and Amendment No. 4 to Exhibit A, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$583,236.06
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

Renewal and Amendment No. 4
HealthStream Inc.
Web Based Clinical Education Content Services
Natividad Medical Center
Term: October 1, 2009 thru June 30, 2016
Not to Exceed: \$583,236.06

Renewal and Amendment No. 4 to Exhibit A



Order Form

Natividad Medical Center

April 15, 2014

Sainas CA
Order Details

	Quantity	Annual Quantity	User Price	Annual Price
Platform Subscription Fees				
HLC with Authoring	2	1100	\$17.84	\$19,624.00
HLC with Authoring – Non Employees	2	50	\$10.45	\$522.50
Y1 Platform Subscription Fees				\$20,146.50
Y2 Platform Subscription Fees				\$20,146.50
Content Subscription Fees				
HealthStream's Acute Care Regulatory Library	2	1100	included	included
Digital Med Clinical Practice Series Library	2	350	\$26.36	\$9,226.00
AHA HeartCode BLS (Part 1 cognitive and Parts 2&3 manikin skills assessment)	2	500 (total)	\$33.95	\$8,487.50
AHA HeartCode ACLS (Part 1 cognitive and Parts 2&3 manikin skills assessment)	2	100 (total)	\$111.00	\$5,550.00
AHA HeartCode PALS (Parts 1)	2	100 (total)	\$101.75	\$5,087.50
Lippincott Procedures + Lippincott Advisor	2	172 beds	Y1: \$201.00 Y2: \$210.00	Y1: \$34,572.00 Y2: \$36,120.00
HealthStream Video	2	1100	\$2.88	\$3,168.00
Y1 Content Subscription Fees				\$66,091.00
Y2 Content Subscription Fees				\$67,639.00
One-Time Content Fees				
NRP Exam (first 50)	2	50	\$16.00	\$800.00

Renewal and Amendment No. 4 to Exhibit A



Order Form

NRP Exam (51-250)	2	50	\$12.80	\$640.00
Up front Content Fees				\$1,440.00 (Y1 only)
One-Time Services				
HLC w/Authoring Training	one-time	2	\$1,000.00	waived
Total One-Time Services				\$0.00
Total Y1 Fees				\$87,877.50
Total Y2 Fees				\$87,785.50
Total Contract Value Over 2 Years				\$175,463.00

Payment Terms

Service	Payment Frequency	Total Number of Payments	Approximate Payment Amounts	Payment Dates
HLC with Authoring	Monthly	24	\$1,835.33	TBD by HSTM Accounting
HLC with Authoring – Non Employees	Monthly	24	\$43.54	TBD by HSTM Accounting
SimManager	Monthly	24	\$1,574.83	TBD by HSTM Accounting
DigitalMed Clinical Practice Series Library	Monthly	24	\$768.83	TBD by HSTM Accounting
AHA HeartCode BLS (Part 1 cognitive and Parts 2&3 manikin skills assessment)	Semi-annual	4	\$4,243.75	TBD by HSTM Accounting
AHA HeartCode ACLS (Part 1 cognitive and Parts 2&3 manikin skills assessment)	Semi-annual	4	\$2,775.00	TBD by HSTM Accounting
AHA HeartCode PALS (Parts 1)	Semi-annual	4	\$2,543.75	TBD by HSTM Accounting
NRP Exam (first 50)	Up front	1	\$800.00	TBD by HSTM Accounting
NRP Exam (51-250)	Up front	1	\$640.00	TBD by HSTM Accounting
Lippincott Procedures + Lippincott Advisor	Annual	2	Y1: \$34,572.00 Y2: \$36,120.00	TBD by HSTM Accounting
HealthStream Video	Monthly	24	\$264.00	TBD by HSTM Accounting

This Order Form and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement") between Natividad Medical Center and HealthStream, Inc. dated July 1, 2014. This Order Form shall constitute an amendment to the Agreement and shall be incorporated into the terms of the Agreement and be binding on the parties. Any additional terms and conditions specific to the Service(s) shall be attached to this Order Form. The number of active users in the HLC and courseware subscriptions may be assessed on the first day of each calendar quarter, and additional users beyond the quantity in the Master Services Agreement (MSA) and/or any Order Form(s) shall be added to such MSA and Order Form(s) and

Renewal and Amendment No. 4 to Exhibit A

TERMS AND CONDITIONS



the Client will not recover any fees paid in advance for the Product(s) for any part of the term or quantity for that Product or those Products that go unused.

Natividad Medical Center

HealthStream, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Renewal and Amendment No. 4 to Exhibit A

Order Form



Additional Terms and Conditions

Learning Center Services Description

HealthStream Learning Center ("HLC") shall mean access by Client to HealthStream's web-based Learning Management System. This Learning Management System enables Client to deliver a variety of learning activities, create assignments, and generate configurable reports. Specific features of the HLC include:

- Software as a Service ("SaaS") delivery model where HealthStream provides hardware, hosting, and site maintenance.
- Library of regulatory courses designed to meet OSHA, Joint Commission, and CDC training requirements, along with an annotation tool that allows customization of site-specific information.
- Customizable role management to create varying access levels for administrators.
- Assignment engine that enables administrators to assign learning to various users.
- Assessment tool for creating tests and evaluations.
- Customizable CE certificate creation.
- Transcript functionality.
- Configurable and schedulable reports.
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays.

HSTM CORE REGULATORY OFFERING (as of 8/29/2013)

1. Advance Directives
2. Advance Directives (CE)
3. Back Safety
4. Comunicación de riesgos
5. Confined Space Entry
6. Control of Hazardous Energy. Lockout/Tagout
7. Cultural Competence: Background and Benefits
8. Cultural Competence: Background and Benefits (CE)
9. Cultural Competence: Providing Culturally Competent Care
10. Cultural Competence: Providing Culturally Competent Care (CE)
11. Customer Service
12. Developmentally Appropriate Care of the Adult Patient
13. Developmentally Appropriate Care of the Adult Patient (CE)
14. Developmentally Appropriate Care of the Pediatric Patient
15. Developmentally Appropriate Care of the Pediatric Patient (CE)
16. Diversity in the Workplace
17. Electrical Safety
18. Emergency Preparedness
19. End-of-Life Care
20. End-of-Life Care (CE)
21. Ergonomics
22. Fire Safety
23. General Safety
24. Hand Hygiene
25. Hand Hygiene (CE)
26. Hazard Communication
27. Hazard Communication (CE)
28. Identifying and Assessing Victims of Abuse and Neglect
29. Identifying and Assessing Victims of Child Abuse and Neglect
30. Identifying and Assessing Victims of Domestic Abuse
31. Identifying and Assessing Victims of Domestic Abuse (CE)
32. Identifying and Assessing Victims of Elder Abuse and Neglect
33. Infection Control

Renewal and Amendment No. 4 to Exhibit A



Order Form

34. Informed Consent
35. Introduction to Performance Improvement
36. iPad - Rapid Regulatory Compliance: Clinical I:
Compliance, Ethics, Sexual Har., Patient Rights, Informed Consent, Adv. Directives, EMTALA, Grievances, Dev. Appropriate Care, Cuit. Competence, Restrain/Seclusion, Patient Abuse/Assault/Neglect
37. iPad - Rapid Regulatory Compliance: Clinical II:
Gen/Fire/Elec/Back/Rad/MRI Safety, Ergo, Lift/Transp, Slips/Trips/Falls, Latex Allergy, HazComm, Workplace Viol., Emerg Prep, Infect. Control/HAI, Hand Hyg, Bloodborne, Std Prec, Airborne/Contact/Droplet Prec
38. iPad - Rapid Regulatory Compliance: Non-clinical I:
Corporate Compliance, Sexual Harassment, Patient Rights, Confidentiality, HIPAA, Grievances
39. iPad - Rapid Regulatory Compliance: Non-clinical II:
General Safety, Fire Safety, Electrical Safety, Ergonomics, Back Safety, Hazard Communication, Security & Workplace Violence, Reporting Incidents, Emergency Preparedness, Infection Control
40. Latex Allergy
41. Latex Allergy (CE)
42. Medical Equipment Safety
43. Medical Ethics
44. Medical Ethics (CE)
45. Medication Terminology: Use of Abbreviations and Symbols
46. Overview of HIV
47. Overview of HIV (CE)
48. Pain Management
49. Pain Management (CE)
50. Patient Rights
51. Patient Rights (CE)
52. Performance Improvement in the Workplace
53. Personal Protective Equipment
54. Personal Protective Equipment (CE)
55. Precauciones estándar: agentes patógenos de transmisión por sangre y otros materiales potencialmente infecciosos
56. Precauciones de transmisión: por vía aérea
57. Precauciones de transmisión: Contacto y microgotas
58. Preventing Slips, Trips and Falls in the Workplace
59. Previendo resbalones, tropezones y caídas en el lugar de trabajo
60. Radiation and MRI Safety
61. Radiation and MRI Safety (CE)
62. Rapid Regulatory Compliance: Clinical I:
Compliance, Ethics, Sexual Har., Patient Rights, Informed Consent, Adv. Directives, EMTALA, Grievances, Dev. Appropriate Care, Cuit. Competence, Restrain/Seclusion, Patient Abuse/Assault/Neglect
63. Rapid Regulatory Compliance: Clinical II:
Gen/Fire/Elec/Back/Rad/MRI Safety, Ergo, Lift/Transp, Slips/Trips/Falls, Latex Allergy, HazComm, Workplace Viol., Emerg Prep, Infect. Control/HAI, Hand Hyg, Bloodborne, Std Prec, Airborne/Contact/Droplet Prec, PPC
64. Rapid Regulatory Compliance: Non-clinical I:
Corporate Compliance, Sexual Harassment, Patient Rights, Confidentiality, HIPAA, Grievances
65. Rapid Regulatory Compliance: Non-clinical II:
General Safety, Fire Safety, Electrical Safety, Ergonomics, Back Safety, Hazard Communication, Security & Workplace Violence, Reporting Incidents, Emergency Preparedness, Infection Control
66. Seguridad contra incendios
67. Seguridad de la espalda
68. Seguridad eléctrica
69. Sexual Harassment in the Workplace
70. Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials
71. Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials (CE)
72. Transmission-Based Precautions: Airborne
73. Transmission-Based Precautions: Contact and Droplet
74. Transportation & Shipping of Hazardous Materials
75. Workplace Violence

Renewal and Amendment No. 4 to Exhibit A



02/10/2014 10:00 AM

Learning Center Services Description for Non-Employee Users

HealthStream Learning Center (HLC) may be purchased at special discounted rates for tracking the training of users who are not employees of the Client's organization. Examples of non-employees include physicians, volunteers, students or other users who are not subject to the Client's education requirements for employees.

Non-employee pricing does not include access to HealthStream's Core Regulatory Library or Authoring Center. These services may be purchased separately for non-employee users for an additional fee.

To be eligible for non-employee discounted pricing, users must meet the following conditions:

1. Non-employee users must not be employed by the Client.
2. Non-employee users must be added to an institution or department within the HLC that does not contain employee users.

Non-employee users who are added to an institution or department that contains users who are the Client's employees, or who are found to be employees of the Client, shall be billed at the full user rate as defined in the Client's active HLC contract.

The non-employee institution or department where non-employee users will reside must be created within the Client's existing hierarchy within the HLC.

The non-employee institution or department shall have access to the same features of the HLC as are present within the Client's HLC site, with the exception of Authoring Center, which must be paid for separately for non-employee's to have access to the client's self-authored courses. All third-party courses, including HealthStream's Core Regulatory Library, must also be purchased separately if they will be used by non-employees.

The HLC enables Client to deliver a variety of learning activities, create assignments, and generate configurable reports. Specific features of the HLC include:

- Software as a Service ("SaaS") delivery model where HealthStream provides hardware, hosting, and site maintenance.
- Customizable role management to create varying access levels for administrators.
- Assignment engine that enables administrators to assign learning to various users.
- Assessment tool for creating tests and evaluations.
- Customizable CE certificate creation
- Transcript functionality.
- Configurable and schedulable reports
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays.

Renewal and Amendment No. 4 to Exhibit A



Description

HealthStream Authoring Center

The Authoring Center product includes the following items:

- Access to a secure hosting environment integrated into the HealthStream Learning Center for storing and launching HTML and other web enabled content. A list of supported file types is listed in the Authoring Center Policies attached below.
- Access to HealthStream's HTML Editor tool for creating HTML course pages that can be played and distributed through the HealthStream learning Center.
- Access to the Content Management feature that allows the organization to manage and create content for use in the HealthStream Authoring Center.
- Access to HealthStream's Public Courseware Exchange that enables an organization to post and make copies of courses create by other organizations.
- If purchased with HealthStream's Core Regulatory Library, access to editable HTML versions of the courses in the Core Regulatory Library through the HealthStream Regulatory Courseware Exchange.
- Activation of the "Course Attachment" learning activity feature that allows common file types, standard web addresses and file paths to be used as an activity within a course in the HLC. A list of supported file types is listed in the Authoring Center Policies attached below.
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday
- Training for the services above is provided via online live virtual class. Training shall be an additional cost outlined in this Agreement.

By purchasing Authoring Center, Client agrees to abide by HealthStream's Authoring Center policies. HealthStream reserves the right to amend and update these policies from time to time and will communicate any changes to Clients as appropriate.



Authoring Center

HealthStream Policies and Guidelines for Client- Authored Courses

April, 2010

To ensure high performance standards for clients, HealthStream has adopted the following policies and guidelines for our Authoring Center platform to:

1. Protect all clients from loading files that could threaten the integrity of the Authoring Center.
2. Ensure the highest performance possible for our clients' authoring experience.
3. Prevent unauthorized use of the site, such as posting protected intellectual property without the owner's permission, use of the FTP site as non-authoring asset file storage, or use of files that are, in general, not being used in authored courses.

These guidelines and policies will protect your organization's investment in authored courses and provide for the best possible end-user experience.

Authoring Policies

1. No single file uploaded to the HealthStream authoring servers may be larger than 25 megabytes. Also, no course "page" can contain assets that total more than 25 megabytes. The total disk space required by the entire course may be larger than 25 megabytes, but no single file or page can be. The reason for this limitation is to ensure that course pages load in a timely manner and to ensure an optimal end user experience. For more information, see our recommended practices on breaking up large files into smaller ones that comply with the policies and improve the user experience.
2. All files uploaded to HealthStream's authoring servers (authoring FTP sites) must be on the HealthStream approved file types list. This policy exists to protect all users of the HealthStream Authoring Center from the potential damage caused by malicious or carelessly constructed content. HealthStream amends our list of allowable file types from time to time and will communicate any additions or deletions from the list by updating a copy of these Authoring Policies found in the on-line help section of the HLC. Please see "Allowable file types for authored content" below for the current list of allowable files.
3. All assets used in authoring must not be protected intellectual property. Uploading files that are not owned by your organization and using them without permission is a violation of copyright laws and may trigger legal action against your organization. Of course, clients that use assets from the A.D.A.M. resource library or other content where you provide HealthStream with written documentation stating that your organization has permission from the copyright owner to distribute copyrighted material within your organization. HealthStream maintains the right to deny Clients access to our Authoring Center infrastructure to distribute material where the Client is not the copyright owner, but exercises this right only on rare occasions to protect our previously existing business interests.
4. Only assets that will be used in authored courses may be uploaded to the HealthStream servers. Do not use HealthStream's Authoring Center for general file storage or for other unauthorized purposes.
5. Any assets loaded to HealthStream's servers that are or may be out of compliance with the policies detailed above may be deleted at HealthStream's sole discretion.
6. Courses that invoke communication features, such as email or ftp, must use standard http/https and sftp/ftp ports and must require no server side technologies such as smtp, asp, Cold Fusion, etc.
7. Clients are responsible for keeping back-up copies of all assets published to the Authoring Center. In the event that HealthStream deletes a needed file for a policy violation, restoring this file is the responsibility of the client. Authoring servers should be used for content delivery and should NOT be the only servers where your files exist.

Renewal and Amendment No. 4 to Exhibit A



curriculum

Allowable file types for authored content

HealthStream reserves the right to delete files that are not of these types for the protection of all authoring clients. Please contact HealthStream Client Service if you have any questions about these allowable file types.

.au audio/basic	.potx - PowerPoint 2007 XML Template
.css, text/css	.ppam - PowerPoint 2007 Macro-Enabled XML Add-In
.doc, .docm, .docx,	.ppsm - PowerPoint 2007 Macro-Enabled XML Show
.dotm application/vnd.msword	.ppsx - PowerPoint 2007 XML Show
.dotx	.ppt, .pptx, application/vnd.ms-powerpoint
.flv, video/x-flv	.pptm - PowerPoint 2007 Macro-Enabled XML Presentation
.gif, image/gif	.pptx - PowerPoint 2007 XML Presentation
.htm, text/html	.swf, application/x-shockwave-flash
.html, text/html	.txt, text/plain
.jar, application/java-archive	.vsd, .vss, application/visio
.jpe, image/jpeg	.xhtml, text/html
.jpeg, image/jpeg	.xlam - Excel 2007 XML Macro-Enabled Add-In
.jpg, image/jpeg	.xls, .xlsx, application/vnd.ms-excel
.js, application/x-javascript	.xlsb - Excel 2007 binary workbook (BIFF12)
.mov - quicktime movie	.xlsm - Excel 2007 XML Macro-Enabled Workbook
.mp2, video/mpeg	.xlsx - Excel 2007 XML-Enabled Sheet
.mp3, audio/mpeg	.xltm - Excel 2007 XML Macro-Enabled Template
.mpa, video/mpeg	.xltx - Excel 2007 XML Template
.mpv2, video/mpeg	.xml, text/html
.pdf, application/pdf	.xsd, text/html
.png, image/png	.zip, application/zip (Only when transporting SCORM packages)
.potm - PowerPoint 2007 Macro-Enabled XML Template	

Renewal and Amendment No. 4 to Exhibit A

HealthStream



SCORM Import Tool

Client acknowledges that it will use the SCORM Import Tool only to load content for which it has a legal copyright or permission from the copyright owner to distribute within its organization. Client and its affiliates will provide to HealthStream in writing an affirmation of its permission to distribute any copyrighted material for which it is not the copyright owner prior to loading the material to its Authoring Account. HealthStream reserves the right to deny client permission to upload any content not authored by the client. Further, Client agrees to abide by all of HealthStream's Authoring Center policies as stated in the attached and amended from time to time for the duration of its use of the SCORM Import Tool.

HealthStream's SCORM Import Tool allows clients to import SCORM conformant content packages to their Authoring Account for use as course material in the HLC. SCORM is an acronym for "Sharable Content Object Reference Model." This learning industry standard is overseen by Advanced Distributed Learning, a research group sponsored by the United States Department of Defense. Information and 3rd party assistance with the standard are available at www.scorm.com. After import, SCORM content objects are available from the HealthStream Learning Center as an "Authored SCORM Learning Activity." SCORM packages must be standard zip files and must be less than 100 megabytes in size.

Usage Restrictions

- SCORM packages must be less than 100 megabytes.
- The SCORM Package Import Feature may not be used to import 3rd party courses without express written permission from HealthStream.
- The Client is responsible for providing conformant SCORM packages prior to using the SCORM Package Import Feature. HealthStream strongly recommends that the Client use the free SCORM package testing application called "TestTrack" that is available at www.scorm.com to test SCORM packages for conformance prior to using HealthStream's SCORM Import Tool.
- HealthStream does not provide support for content created using instructional design creation tools not sold and provided by HealthStream.

Renewal and Amendment No. 4 to Exhibit A



HealthStream Video

HealthStream Video is a video hosting and analytics application that allows organizations to securely share, store and track store videos and other media types. HealthStream Video is offered to HealthStream Learning Center, HealthStream Express, and HealthStream Research customers. Authoring Center is not required for the purchase of HealthStream Video.

HealthStream Video purchases include:

- 350 GB of bandwidth per month; 50 GB of Storage (The bandwidth and storage levels included in the purchase are based on the organization's size and can be found in the Price Book.)
- Access to HealthStream Video from within the HealthStream Learning Center (for HLC and HEX customers)
- Access to the HealthStream Video Learning Activity for course building
- Access to HealthStream Video Analytics functionality
- Customization of site to reflect the organization's branding for a consistent user experience
- Two account managers added to the client's HealthStream Video account
- Four standard projects: Clinical Projects; Non-Clinical Projects, General Projects; and *HealthStream Video Training and FAQs Project
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday.
- Training for the services above is provided via video tutorials found within the client's HealthStream Video account in the *HealthStream Video Training and FAQs Project.

Renewal and Amendment No. 4 to Exhibit A

Order Form



**Lippincott
Additional Terms & Conditions
Implementation Information**

Contracted Product(s)	Number of Licensed Sites	Subscription Price per year	Term (yrs)
Lippincott Procedures + Lippincott Advisor	1 facility / 172 beds	\$201.00	1

Billed yearly on anniversary date unless otherwise stated.

Adjustment for Changes in Licensed Beds. Within thirty (30) days of each annual anniversary of the Effective Date, Subscriber shall update and report the total number of Licensed Beds in all Authorized Facilities to HealthStream. In the event that the total number of Licensed Beds has increased by more than 5% from the number specified on the Agreement, the Subscription Fee shall automatically be adjusted, retroactive to the time at which Subscriber's Licensed Beds count changed, in accordance with HealthStream's then current pricing.

Please list all facilities, locations and bedsize numbers:

Facility Name	Facility Address	Bedsize	Separate LNPS Account (Y/N)?
Natividad Medical Center	1441 Constitution Blvd Salinas, CA 93906	172	yes

Contract Form



IMPLEMENTATION INFORMATION

Lippincott Procedures + Lippincott Advisor Account Setup

Institution Name: As you would like it to appear on the LNPS Homepage	IP Addresses to Access Site: Please enter all IP address ranges that will access this product per your contract	Custom URL Path: Please indicate if a unique facility specific URL path is required, and the desired path:
Natividad Medical Center	Renewal	

Publishing Instructions for LNPS Courses in the HealthStream Learning Center (HLC)

HLC Access	Yes	No
Publish all Procedures? (if no, please attach a detailed list of procedures to be published – List can be found in Salesforce)	X	
Allow LNPS Procedures to be Assigned via HLC	X	
Allow Students to Self-Enroll in LNPS Procedures via HLC	X	

Administrator Contacts

Name	Facility Name	E-mail Address	Telephone #	Notify about LNPS updates?
Sue Saunders	Natividad Medical Center	saunderssc@natividad.com	831-755-4176	yes

HARDWARE/ SOFTWARE REQUIREMENTS

- Internet connection (Broadband recommended)
- Adobe Flash Player 9.x
- Windows Internet Explorer 6 or higher (7 recommended for optimal viewing)



Neonatal Resuscitation Program: Required Exhibit for All NRP Orders

License Management

Customers who purchase NRP are responsible for managing their own NRP license consumption and are obliged to reimburse HealthStream for all licenses used beyond those originally purchased. HealthStream understands that a student's ability to work often depends upon completion of the NRP Exam. For this reason, HealthStream does not cut off access to the NRP Exam once all licenses purchased have been used, unless specifically requested by the customer.

Failed Exams

Students are expected to have studied the *Textbook of Neonatal Resuscitation, 6th Edition* before beginning the online exam. Be sure to communicate to students that there are no review activities or materials included in the exam and preparation is encouraged.

A student fails the NRP Exam if they fail the same required lesson twice. If a student fails the exam, by default, it is automatically reassigned, which requires the purchase of a new exam license. Prevent failed exams from being reassigned by clearing the **Automatically reassign course if student fails** box when creating the assignment. If you need assistance with this step, please contact HealthStream customer service. Please note: the box cannot be cleared if assigned as part of a curriculum.

Many customers have elected to do the following:

1. Regularly run the NRP License Usage Report, which shows how many licenses have been used and the number of attempts made by each individual student (instructions included in the Admin Guide). Please note this report does not currently have the ability to show licenses used as a result of an unenrollment.
2. If the exam is assigned as part of a curriculum, we encourage customers to add a copy of their NRP Exam policy to the curriculum as a required component prior to accessing the exam.
 - a. In establishing NRP Exam policies, decide how many times students will have to attempt to take the exam before they are to stop and meet with their manager. This limitation should be indicated early (and potentially often) in the policy. This policy should include a statement of the ramifications for using more licenses than the established limit (for example, XXX Hospital will cover the cost of the first NRP Exam attempt. If the student fails their first try, they are responsible for the cost of subsequent exams. Please speak to your manager if you need to retake the exam or visit HealthStream's online store to purchase an additional exam for the retail price of \$23.50.)
 - b. We also encourage our customers to pick out key information from the NRP Administrator Guide, NRP Student Guide, FAQ for Instructors, etc. to be included in the "policies" document so students know what to expect from the Exam experience.

Course Versions

- HealthStream provides access to two versions of the NRP Exam, available through HealthStream's relationship with the American Academy of Pediatricians (AAP).
 - *NRP™ Online Examination, 6th Edition*: The AAP only requires that lessons 1 through 4 and lesson 9 be completed to pass. Once all required lessons have been passed, the exam is considered complete and no other lessons can be accessed.
 - Your organization can require students to pass any or all of lessons 5 through 8 using this version of the course. Students who want to take optional lessons should do so before finishing the required lessons since they will not be available once required lessons have been completed.
 - *NRP™ Online Examination, 6th Edition (Lessons 1-9 required)*: Some facilities require that employees complete and pass all nine lessons. If this is the case at your organization, you should assign this version of the exam to your students.
- HealthStream provides access to two versions of the NRP Exam, available through HealthStream's relationship with the Canadian Paediatric Society (CPS).

Renewal and Amendment No. 4 to Exhibit A



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- o Canadian NRP Online Examination, 6th Edition
- o Examen virtual PRN, 6e edition
- The CPS only requires that lessons 1 through 4 and lesson 9 be completed to pass. Once all required lessons have been passed, the exam is considered complete and no other lessons can be accessed.
 - o Your organization can require students to pass any or all of lessons 5 through 8 using these versions of the course. Students who want to take optional lessons should do so before finishing the required lessons since they will not be available once required lessons have been completed.

Departments

The NRP exam can be published to multiple facilities and/or departments within an organization. Many of our customers choose to manage licenses at the organization level, but there are a few that prefer to manage them at the department level. If this is something of interest, please provide the names of the separate facilities and/or departments where this Exam should be published at the time of initial implementation.

Renewal and Amendment No. 4 to Exhibit A

October 1, 2013



HeartCode® BLS

HeartCode® BLS is an integrated system solution that can consist of any combination of the following three (3) components for BLS card completion:

1. **Cognitive component (Part 1):** The cognitive component of the HeartCode BLS course allows Students to work through the BLS training curriculum at their own pace. This component includes eSimulation technology, scenario-based interactive learning and testing. This component covers core course materials: adult and pediatric CPR, including 2 rescuer scenarios and use of the bag mask, foreign body airway obstruction, and automatic external defibrillation.

2. **Skills Practice and Testing component (Parts 2 and 3):** The Skills Check component of the HeartCode BLS for Healthcare Provider Course is completed on the adult and infant Voice-Assisted manikins attached to the computer. This component covers: adult/child 1-rescuer CPR skills review and testing, adult 2-rescuer CPR with AED skills review and testing, infant 1 and 2-rescuer CPR skills review and testing.

3. **Card processing component:** An AHA Course Completion Card will be processed by the Laerdal National AHA Training Center and mailed to the training facility for distribution to those Students who have successfully completed the Cognitive and Skills check components.

The HeartCode Features and Services offering:

HeartCode BLS Services include the following features and services through the HealthStream Learning Center™:

- Technical Support;
- Training for the services above are provided via online Internet training or instructor-led training. Class schedules and fees are available upon request.
- Telephone assistance is provided, as necessary, to assist in the HeartCode ACLS Part 2 and 3 software installation process.

HeartCode BLS technical requirements:

Operating System	Windows XP or Mac OSX	Same
Processor Speed	2 GHz Pentium 4 or equivalent	2.4 GHz or higher
Memory	768Mb Ram	1Gb or higher
Internet Connection Speed	512Kbit/s Bandwidth	1 Mbit/s or higher
Web Browser	Web Browser	Internet Explorer 7+ or Firefox 2+
Plug-Ins	Adobe Flash Player 10.1	Same

Order Form



AHA Card processing deliverables from Client for HeartCode BLS:

HealthStream requires one address for each facility to which cards for their Students are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the Students works or to a central location, if the Client has multiple facilities.

Facility name: _____

Facility address: _____

To the attention of: _____

Telephone Number: _____

Email Address: _____

System and component pricing policies for HeartCode BLS:

- The HeartCode BLS solution is sold as a complete solution license (which includes the cognitive courseware, manikin skills test, AHA card processing). Alternatively, the individual components may also be purchased separately. To receive a credit for providing the skills portion via an instructor, the instructor-led signoff must be recorded via the Part 2 course within the HLC. This credit can only be used to purchase additional HeartCode BLS licenses.
- Additional manikin sets are available for purchase.
- At the end of the Term, any unused licenses will remain active throughout the Term of Client's HLC/Express/Connect Agreement.

Client License Agreement for HeartCode BLS

This License Agreement ("License") is a legal and non-exclusive agreement between Client and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE

This License grants you the following rights:

The Software is for personal use only. A license for the Software may not be shared between users.

The software can also be used for certain AHA courses (the "Courses") that you have purchased under this Agreement. The Courses when purchased are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.

The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By purchasing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

Renewal and Amendment No. 4 to Exhibit A

Order Form



The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2. FURTHER RIGHTS AND RESTRICTIONS

Restrictions on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part.

3. COPYRIGHT

All titles and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets", incorporated into the Software) and the accompanying printed materials are owned by Laerdal or third parties with whom Laerdal has entered into agreements. The Software is protected by copyright laws and international treaty provisions. You may not copy any printed materials accompanying the Software.

4. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York without regard to its choice of law provisions. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be a federal or state court in Dutchess County, New York and the parties hereby consent to such jurisdiction and venue.

5. WARRANTY AND LIMITATION OF LIABILITY

Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of one (1) year from delivery. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made known to Laerdal within the one (1) year period, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Order Form



OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDAL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY. TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.

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HeartCode ACLS

HeartCode® ACLS

The HeartCode® ACLS Product offering:

HeartCode ACLS is an integrated system solution that can consist of any combination of the following three (3) components for ACLS card completion:

1. **Cognitive component (Part 1):** The cognitive component of the HeartCode ACLS course allows Students to work through the ACLS training curriculum at their own pace. This component includes a Simulation technology; scenario-based, interactive learning and testing. This component covers core course materials: ACLS Core Cases Lessons, Algorithms and Simulations, Rhythm Recognition Lessons, Medications Lessons and the ACLS Written Exam.
2. **Skills Practice and Testing component (Parts 2 and 3):** The Skills Check component of the HeartCode ACLS course is completed on an adult Voice-Assisted Manikin attached to a computer.
3. **Card processing component:** An AHA Course Completion Card will be processed at the Laerdal National AHA Training Center and mailed to the training facility for distribution to those Students who have successfully completed the Cognitive and Skills Check components.

The HeartCode Features and Services offering:

HeartCode ACLS Services include the following features and services through the HealthStream Learning Center™:

- Technical Support;
- Training for the services above are provided via online Internet training or Instructor-led training. Class schedules and fees are available upon request.
- Telephone assistance is provided, as necessary, to assist in the HeartCode ACLS Part 2 and 3 software installation process.

HeartCode ACLS technical requirements:

Operating System	Windows XP or Mac OSX	Same
Processor Speed	2 Ghz Pentium 4 or equivalent	2.4 Ghz or higher
Memory	768Mb Ram	1Gb or higher
Internet Connection Speed	512kbit/s Bandwidth	1 Mbit/s or higher
Web Browser	Web Browser	Internet Explorer 7+ or Firefox 2+
Plug-ins	Adobe Flash Player 10.1	Same



Client Form

AHA Card processing deliverables from Client for HeartCode ACLS:

HealthStream requires one address for each facility to which cards for their Students are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the Students works or to a central location, if the Client has multiple facilities.

Facility name: _____

Facility address: _____

To the attention of: _____

Telephone Number: _____

Email Address: _____

System and component pricing policies for HeartCode ACLS:

- The HeartCode ACLS solution is sold as a complete solution license (which includes the cognitive courseware, manikin skills test, AHA card processing). Alternatively, the individual components may be purchased separately. To receive a credit for providing the skills portion via an instructor, the instructor-led signoff must be recorded via the Part 2 course within the HLC. This credit can only be used to purchase additional HeartCode ACLS licenses.
- Additional manikins are available for purchase.

Client License Agreement for HeartCode ACLS

This License Agreement ("License") is a legal and non-exclusive agreement between Client and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE

This License grants you the following rights:

The Software is for personal use only. A license for the Software may not be shared between users

The software can also be used for certain AHA courses (the "Courses") that you have subscribed to or licensed under this Agreement. The Courses when subscribed to or licensed are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.

The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By subscribing to or licensing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

Order Form



The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2. FURTHER RIGHTS AND RESTRICTIONS

Restrictions on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law not withstanding this limitation.

Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part.

3. COPYRIGHT

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4. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York without regard to its choice of law provisions. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be a federal or state court in Dutchess County, New York and the parties hereby consent to such jurisdiction and venue.

5. WARRANTY AND LIMITATION OF LIABILITY

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Order Form



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TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.



Contract 100000

HeartCode Pediatric Advanced Life Support (PALS) Product & Services Offering

The HeartCode PALS Product offering:

HeartCode PALS is sold as an integrated system solution that can consist of any combination of the following three (3) components for PALS card completion:

1. Cognitive component (Part 1): The cognitive component of the PALS for Healthcare Provider Course allows Students to work through the PALS training curriculum at their own pace. This component includes micro-simulation technology, scenario-based interactive learning and testing. This component covers core course materials: PALS Core Cases Lessons, Algorithms and Simulations, Rhythm Recognition Lessons, Medications Lessons and the PALS Written Exam.
2. Skills Practice and Testing component (Part 2 and 3): The skills component of the PALS for Healthcare Provider is completed through a live instructor provided by your facility.
3. Card processing component: An AHA Course Completion Card: PALS for the Healthcare Provider will be processed at a National AHA Training Center and mailed to the training facility for distribution to those Students who have successfully completed the Cognitive and Skills check components.

The HeartCode Features and Services offering:

HeartCode PALS Services include the following features and services through the HealthStream Learning Center™:

- Technical Support;
- Training for the services above are provided via online Internet training. Class schedules and fees are available upon request.
- Telephone assistance is provided, as necessary, to assist in the HeartCode PALS Part One software installation process.

HeartCode PALS system requirements:

Operating System	Windows XP sp3	Windows XP sp3 or higher (not the 64-bit version of XP)
Processor Speed	2 GHz Pentium 4 or equivalent	2.4 Ghz or higher
Memory	768 Mb Ram	1 Gb or higher
Internet Connection Speed	512Kbit/s Bandwidth	1 Mbit/s or higher
Web Browser	Internet Explorer 7+	Internet Explorer 7+
Plug-ins	Adobe Flash Player 10.1.82.76	Same or higher
Screen Resolution	1024*768 screen resolution	1024*768 screen resolution or higher

Renewal and Amendment No. 4 to Exhibit A



Order Form

AHA Card processing deliverables from Client for HeartCode PALS:

HealthStream requires one address for each facility to which cards for their Students are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the Students works or to a central location, if the Client has multiple facilities.

Facility name: _____

Facility address: _____

To the attention of: _____

Telephone Number: _____

Email Address: _____

[If more than one facility is to receive AHA cards, please provide a separate listing]

System and component pricing policies for HeartCode PALS:

- At the end of the Term, any unused licenses will remain active throughout the Term of Client's HLC/Express/Connect Agreement.

Client License Agreement for HeartCode PALS Products

This License Agreement ("License") is a legal and non-exclusive agreement between Client and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

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The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By subscribing to or licensing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database

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containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2. FURTHER RIGHTS AND RESTRICTIONS

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Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part

3. COPYRIGHT

All titles and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets", incorporated into the Software) and the accompanying printed materials are owned by Laerdal or third parties with whom Laerdal has entered into agreements. The Software is protected by copyright laws and international treaty provisions. You may not copy any printed materials accompanying the Software.

4. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York without regard to its choice of law provisions. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be a federal or state court in Dutchess County, New York and the parties hereby consent to such jurisdiction and venue.

5. WARRANTY AND LIMITATION OF LIABILITY

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LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDAL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY.

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Continuation



TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.



CUSTOMER LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. THEY ARE BINDING UPON "YOU" (THE CUSTOMER) AND GOVERN THE USE OF AND ACCESS TO THE ONLINE COURSES.

You acknowledge and agree as follows:

1. DEFINITIONS

"**AHA**" means the American Heart Association, Inc.

"**AHA Courses**" means training courses that conform to AHA curriculum and guidelines, and may result in the issuance of a Course Completion Card.

"**AHA Portal**" means the AHA website, www.onlineaha.org, or such other URLs that may be designated by the AHA, through which Online Courses can be accessed.

"**Course Completion Card**" means a card or documentation bearing AHA trademarks and indicating that an individual has completed an AHA Course.

"**Customer**" means you, and/or the entity on behalf of which you are the signatory.

"**Key**" means an alphanumeric code or other method which authorizes a Student to take an Online Course.

"**Online Course**" or "**Online Courses**" means AHA Courses that may be taken online through the AHA Portal.

"**Student**" means any person who takes an AHA Course after having obtained a Key from the Customer.

"**Term**" or "**term**" shall mean together the Initial Term and any Renewal Term.

2. ONLINE COURSE ACCESS

2.1 Customer may provide Students with access to Online Courses by providing a specific, valid, unused Key to a Student within two (2) calendar years following Customer's purchase of the Key from an AHA authorized reseller of Keys. It is Customer's responsibility to deliver the Keys to Students.

2.2 Customer understands and acknowledges that in order to gain access to the Online Courses, Students will be required to enter a valid course Key at the AHA Portal, and that Students will be required to accept the AHA Portal User Agreement, as well as other agreements and consents required by AHA, including but not limited to, a Privacy Policy or Privacy Notice before taking an Online Course. Individual Student access to the AHA Portal via HealthStream is the sole responsibility of the Student and not of AHA.

2.3 If Customer links to the AHA Portal, Customer shall comply with AHA's Linking Policy, which can be viewed at www.heart.org.

2.4 Customer acknowledges and agrees that the AHA will be required to collect and report Student information for the purpose of determining successful AHA Course completion, complying with continuing education accreditation requirements and other functions. The AHA may not be able to disclose such information to the Customer if the Student does not agree to share of such information. If a Student does not accept the applicable AHA agreements governing the Online Course, the AHA will not permit the Student to access the Online Course. Additionally, Customer may not impose limitations on the AHA's use of Student information or other data collected by the AHA Portal. Only the Student may consent or withhold consent for gathering and use of his/her information.

3. INTELLECTUAL PROPERTY

3.1 Customer acknowledges that AHA and/or licensors, owns all right, title, and interest in all data, content, information, software (including but not limited to all source and object code) technology, writings, instructions, photographs, diagrams, models, methodology, trademarks, images, text, and all other concepts and documentation in the AHA Portal, AHA Courses, Online Courses, Course Marketing Materials, and Course Completion Cards, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies with modifications and derivative works which shall constitute the "AHA Property." The AHA Property is protected by U.S. law and international laws and treaties. All Intellectual Property Rights

Renewal and Amendment No. 4 to Exhibit A

Order Form



and all other property rights of any nature in the AHA Property are, shall be and shall remain in AHA. AHA shall have all authorship rights in the AHA Property. The AHA Property is and shall remain the sole and exclusive property of AHA, with AHA having the right to obtain and to hold in its own name, patents, copyright registrations, trademark or service mark registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Customer may not modify, rent, lease, loan, sell, distribute or create derivative works based on the AHA Property. As used in this Agreement, "Intellectual Property Rights" means with respect to any data, device, or other asset of any kind, the copyright, patent, trade secret, moral, termination, authorship and/or other proprietary rights relating to any such data, device, object code, source code or other asset including, without limitation, all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, distribution, publication, performance, and/or display of such data, device, object code, source code or other asset.

3.2 Other than as provided in this Agreement, Customer has no right to use, and shall not use without AHA's written permission, the characters, artwork, design, tradenames, trade marks or service marks of AHA on any website, advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement by AHA of the Customer. If such use is permitted by AHA in writing, Customer agrees to maintain all copyright, trademark, service mark or other proprietary notices of AHA and otherwise shall comply with AHA's quality control restrictions, and further any such use shall inure to the benefit of the AHA.

3.3 Customer acknowledges and agrees that the AHA owns all data gathered through the AHA Portal and Student's access to Online Courses. Customer acknowledges that it is responsible for creating and maintaining its own records relating to the Online Courses purchased by Customer, and that the AHA will perform no recordkeeping functions for Customer other than to allow Students to print and store a completion certificate upon completing the Online Course.

3.4 Customer acknowledges that a breach by Customer of this Section 3 will give rise to irreparable injury to AHA, inadequately compensable in damages. Accordingly, Customer hereby consents to the obtaining by AHA of injunctive relief against the breach or threatened breach of the undertakings of Customer contained in this Section 3. The obligation of Customer under this Section 3 shall survive the termination of this Agreement.

4. WARRANTIES AND LIMITATION OF WARRANTIES

4.1 The AHA warrants and represents to Customer that it has full power and authority to enter into this Agreement and that it has all right, title, ownership, interest and rights necessary to provide Online Courses to Customer.

4.2 Customer covenants, warrants and represents to AHA during the Term of this Agreement that it has full power and authority to enter into this Agreement and to make the covenants, representations and warranties in this Agreement.

4.3 SERVICES PROVIDED BY THE AHA, THE AHA PORTAL, ONLINE COURSES, USE OF THE KEYS, AND ALL CONTENT PROVIDED IN THEM, (HEREINAFTER, COLLECTIVELY, THE "AHA PRODUCTS AND DELIVERABLES") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AHA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE AHA MAKES NO WARRANTY THAT: (i) THE AHA PRODUCTS AND DELIVERABLES WILL MEET CUSTOMER'S OR ITS STUDENTS' REQUIREMENTS; (ii) THE AHA PRODUCTS AND DELIVERABLES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE AHA PRODUCTS AND DELIVERABLES OR ANY CONTENT PROVIDED ON OR THROUGH THEM WILL BE ACCURATE OR RELIABLE; OR (iv) THE QUALITY OF THE AHA PRODUCTS AND DELIVERABLES WILL MEET CUSTOMER'S EXPECTATIONS.

4.4 All representations and warranties made under this Agreement will be deemed to be made upon acceptance of this Agreement or access to the Online Courses, as well as at all times throughout the duration of this Agreement.

5. LIMITATION OF LIABILITY

5.1 The AHA will not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (i) the Online Courses, the use of the Keys, or any materials available or not included therein, (ii) the

Other Terms



unavailability or interruption of the AHA Portal or any features thereof or of any Online Courses; (iii) use of the AHA Products and Deliverables (regardless of whether AHA provided any assistance in their use); (iv) the content of any of the AHA Products and Deliverables; or (v) the collection of, storage of, protection of, and use of the information obtained from the Student.

5.2 THE AHA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS), REGARDLESS OF WHETHER THE AHA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY. THE TOTAL AND AGGREGATE LIABILITY OF THE AHA UNDER THIS AGREEMENT MAY NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO THE AHA PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES, OR \$10,000 (US\$), WHICHEVER IS LESS. IN NO EVENT SHALL AHA BE LIABLE TO THE CUSTOMER OR STUDENT, OR ANY THIRD PARTY, FOR ANY DAMAGES RESULTING FROM THE CONTENT OR NATURE OF ONLINE COURSES. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

6. TERM AND TERMINATION

6.1 Upon termination or expiration of this Agreement for any reason, the AHA may refuse to accept any further Keys from Customer or its Students, and Customer shall cease distributing Keys and access to the Online Courses to Students.

6.2 Upon termination of this Agreement by AHA, except if such termination is due to a material breach by Customer of any of the provisions of this Agreement, AHA will, at its discretion, either refund to Customer any fees paid by Customer for unused Keys that were purchased by Customer within one (1) calendar year before the date of termination, or will permit such unused Keys to be redeemed on the AHA Portal.

7. MISCELLANEOUS

7.1 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction or by a legally enforceable directive of any governmental body to be invalid or unenforceable, the provision will be validly reformed so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to that jurisdiction; such determination will not affect the validity or enforceability of any other part or provision of this Agreement.

7.2 Assignment. Neither Party may assign or transfer this Agreement or any rights under this Agreement without the prior written agreement of the other Party; this Agreement will be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

7.3 Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, will be deemed to be, or will constitute, a waiver of any other provision hereof; nor will a waiver constitute a continuing waiver; nor will a waiver be construed to be a waiver of any succeeding breach of the provision or a waiver of the provision itself. No waiver will be binding unless executed in writing by the Party making the waiver.

7.4 Parties Named. Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the Parties identified herein, any rights or remedies.

7.5 Choice of Law. This Agreement will be governed by the laws of the State of New York, United States of America, without regard to its conflict of laws provisions. The Parties agree and consent that the federal, state and local courts within New York City, New York, United States of America, will have non-exclusive jurisdiction and venue of all matters relating to the Agreement that are not subject to arbitration under this Agreement, and of the enforcement of any arbitration award or decision.

7.6 Approvals. No approval by the AHA under this Agreement will operate or be construed as an acknowledgment by the AHA of the Customer's compliance with any applicable laws, regulations or government agency rules; nor is approval a guaranty or warranty on the part of the AHA as to the quality or character of the products to which the approval relates.

7.7 Entirety. This Agreement constitutes the sole and only agreement of the Parties and supersedes any all prior communications, representations, agreements and understandings, whether written or oral or by conduct, between the Parties respecting the subject matter hereof. In the event of any conflict between the provisions of

Renewal and Amendment No. 4 to Exhibit A



2014.01.14.0011

Customer Support Services

HealthStream will:

- Provide and maintain toll free telephone (800-521-0574) and e-mail (customer.service@healthstream.com) assistance from 7:00 a.m. to 7:00 p.m. CST/CDT, Monday through Friday, except for published HealthStream holidays. HealthStream will establish a case for each Client incident and shall monitor the case until conclusion per the guidelines discussed below.
- Distribute notifications either via e-mail or through the System approximately ten (10) days prior to each of HealthStream's scheduled maintenance downtimes that currently occur on the first and third Fridays of each month. HealthStream's notifications may contain any combination of the following items: scheduled system maintenance reminders, new product feature overviews, operating and product "Best Practices", and other information that is both important and relevant to HealthStream System Administrators. The notifications are also posted within the *HealthStream Community*.
- Monitor Client's open cases to ensure that they are being handled appropriately and efficiently and that they, if necessary, are being escalated to the HealthStream personnel most capable of addressing the open item.
- Update open cases as additional information is obtained according to the Update Frequency defined below, unless the case involves a low priority defect that has not been scheduled for corrective action by HealthStream.

Customer Support Available 24 Hours a Day, 7 Days a Week

On a 24/7 basis, customers can submit a case via customer.service@healthstream.com, submit a case via the web portal at support.healthstream.com, and search our solutions database for common questions and answers. The status of cases can be reviewed on the web portal on a 24/7 basis, as well. Client will also have access to the *HealthStream Community*, where product specific information is readily and continuously available and questions can be posted so that peer users can respond with best practices and policies that have proven helpful for them. Finally, HealthStream provides site monitoring services for performance on a 24/7 basis.



Client or to

Case Definitions and Priorizations

HealthStream shall use all commercially reasonable diligence in correcting verifiable and reproducible errors designated as Crisis or Urgent level (as defined below) when reported to HealthStream. HealthStream shall initiate work in a diligent manner toward the identification of a cause and the development of a fix or workaround for identified and reproducible errors.

Definitions	
Operational Cases	Cases that can typically be handled and resolved without the involvement of development, database administrators, site operations, business analysts, quality assurance, or other systems staff.
Defect Cases	Cases that typically required the involvement of development, database administrators, site operations, business analysts, quality assurance, or other systems staff in order to resolve. Such cases may also require downtime in order to be deployed.
Crisis Priority (Priority 1)	An issue or case will be defined as Crisis if (1) the LMS is inaccessible by a material portion of the Client population; or (2) the LMS is materially and generally not functioning in conformance with specifications. A single specific defect generally will not rise to the level of Crisis.
Urgent Priority (Priority 2)	An issue or case is defined as Urgent if one or more significant components of the LMS are materially and generally not functioning in conformance with specifications.

Escalation Process

Priority levels and the appropriate update frequencies are set forth in the table below. Crisis Operating Condition designations are assigned using the criteria defined below. Errors not deemed to be Crisis or Urgent shall be scheduled and released in maintenance service packs based on their priority and impact to the Client and other HealthStream Clients. HealthStream defines the priority level with input from Clients about the magnitude of the impact of the issue to their organization. Cases declared to be Crisis (Priority 1) or Urgent (Priority 2) are automatically escalated to the Vice President, Client Service Operations. Additionally, the customers' named Management Level 2 resource will be the single point of contact for the customer to receive information updates regarding resolution of the case. Both resources remain involved through resolution of the issue.

	All Cases		
	Priority	Resource Allocation	Update Frequency
Crisis Operating Conditions	Crisis	Staff is dedicated twenty-four (24) hours per day until the issue is resolved.	At least every four (4) hours
	Urgent	Staff is dedicated during normal working hours until the issue is resolved.	At least every seventy-two (72) hours.
Standard Operating Conditions	High	Defect cases are worked according to priority and are deployed during normal maintenance periods. For defect cases, lower priority issues may get bundled with high priority issues when related functionality is being addressed.	Bi-weekly
	Medium		Monthly
	Low		Upon request

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Training Services

HLC Administrator Training

Client may send two (2) people to HealthStream's offices in Nashville for HealthStream Learning Center Basic Administration Training. This training covers the basics of using the HealthStream Learning Center from the Administrator and Student perspective, as well as Authoring. It does not include training on additional products purchased through the HealthStream Learning Center. Client must pay for their own travel, hotel, and incidental expenses.

Client may send additional personnel for \$1,000.00 per person.

After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training. These offerings are priced as follows

½ price seat = \$500.00 per person Client pays own travel, hotel, and incidental expenses

Client Site

HLC only: \$7,500.00 for 3 full training days for 4 - 10 participants. Client pays HealthStream's reasonable travel, hotel, and incidental expenses \$250.00 each for additional participants, up to 16 participants total. Includes Authoring training.

Web-Based Training

Client may enroll two (2) people in HLC New Administrator Training via Webinar in place of sending administrators to HealthStream's offices in Nashville for Basic Administrator Training. The New Administrator Training via Webinar is not recommended for new administrators without any HLC experience. The training consists of three four-hour webinar sessions.

Additional participants may attend for \$1,200.00 per person.

After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training. These offerings are priced as follow:

½ price seat = \$600.00 per person.

****1/2 price seats include a total of two per year per contract and can be used as two seats in live training in Nashville, two seats in webinar training, or one seat in each classes that offer both live and webinar options.**

HealthStream Competency and Performance Center Administrator Training

Nashville Training

Client may send two (2) people to HealthStream's offices in Nashville for HealthStream Competency Center Basic Administration Training. This training is 1 ½ days, and covers the basics of using the HealthStream Competency Center from the Administrator and Student perspective. Client must pay for their own travel, hotel, and incidental expenses.

Client may send additional personnel for \$750.00 per person.

Competency and Performance Center administrators with no prior HLC administrator experience **MUST** attend HLC 101 webinar training prior to attending Competency and Performance Center training in Nashville. This training covers the basics of using the HealthStream Competency Center from the *Administrators and Student perspective* along with an overview of the HLC.

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Accession



After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training. These offerings are priced as follows:

Without HLC 101: ½ price seat = \$375.00 per person. Client pays own travel, hotel, and incidental expenses.

With HLC 101: ½ price seat = \$500.00 per person. Client pays own travel, hotel, and incidental expenses.

Client Site

Without HLC 101: \$6,000.00 for 2 full training days for 4 - 10 participants. Client pays HealthStream's reasonable travel, hotel, and incidental expenses. \$250.00 each for additional participants, up to 16 participants total.

With HLC 101: \$7,500.00 for 3 full training days for 4 - 10 participants. Client pays HealthStream's reasonable travel, hotel, and incidental expenses. \$250.00 each for additional participants, up to 16 participants total. Customers must purchase onsite Competency and Performance Center onsite training with HLC 101 if their competency and performance center administrators have no prior HLC administrator experience.

Web-Based Training

Client may enroll two (2) people in HCC New Administrator Web-based Training in place of live training in the Nashville office. Program consists of three (2) three hour segments delivered via interactive web technologies.

Additional participants may attend for \$600.00 each.

Competency and Performance Center administrators with no prior HLC administrator experience MUST attend HLC 101 webinar training prior to attending Competency and Performance Center webinar. This training covers the basics of using the HealthStream Competency Center from the Administrators and Student perspective along with an overview of the HLC

Additional participants may attend for \$400 each.

After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training. These offerings are priced as follows:

HCC New Administrator Web-based Training: ½ price seat = \$450 per person

HLC 101 for HCC Administrators via Webinar: ½ price seat = \$200 per person

****1/2 price seats include a total of two per year per contract and can be used as two seats in five training in Nashville, two seats in webinar training, or one seat in each classes that offer both live and webinar options.**

HeartCode Administrator Training

Client may send two (2) people to HealthStream's offices in Nashville for 2 full training days of HeartCode Administrator Training. Client must pay for their own travel, hotel, and incidental expenses.

Client may send additional personnel for \$1,000.00 per person

After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training.

HeartCode Administrator Training in Nashville: ½ price seat = \$500 per person

Client Site

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Contract 10000

\$8,000.00 for 2 full training days for up to a maximum of 12 participants. Client pays HealthStream's reasonable travel, hotel, and incidental expenses.

Web-Based

Client may enroll two (2) people in HeartCode Cognitive Only Web-based Training. Program consists of two 3-hour webinar sessions.

Additional participants may attend for \$600 each

Client may enroll two (2) people in HeartCode PALS Web-based Training. Program consists of one 3-hour webinar session.

Additional participants may attend for \$300 each

After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training. These offerings are priced as follows:

Cognitive Only Web-based Training: ½ price seat = \$300 per person
HeartCode PALS Web-based Training: ½ price seat = \$150 per person

**1/2 price seats include a total of two per year per contract and can be used as two seats in live training in Nashville, two seats in webinar training, or one seat in each classes that offer both live and webinar options.

HLC HTML Authoring Center Web-Based Training

Client may enroll two (2) people in the HTML Authoring Center Web-based Training. Program consists of one 2-hour webinar session.

Additional participants may attend for \$200 per person.

After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training; ½ price seat = \$100 per person

HLC Express Web-Based Training

Client may enroll two (2) people in the HLC Express Web-based Training. Program consists of one 4-hour webinar session.

Additional participants may attend for \$400 per person.

After the first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training; ½ price seat = \$200 per person.

HealthStream Content Only Web-Based Training

Client may enroll two (2) people in the HealthStream Content Only Web-based Training. Program consists of one 2-hour webinar session

Additional participants may attend for \$200 per person.

After the first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training; ½ price seat = \$100 per person.

HealthStream Connect Web-Based Training

Client may enroll two (2) people in the HealthStream Connect Web-based Training. Program consists of one 1.5 hour webinar session.

Additional participants may attend for \$150 per person.

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01/01/2013

After the first year of contract, customer is eligible for up to two ½ price seats per year. ½ price seat = \$75 per person.

Renewal and Amendment No. 4 to Exhibit A

Master Services Agreement



This Master Services Agreement ("Agreement") is entered into and effective as of July 1, 2014 ("Effective Date") by and between HealthStream, Inc., a Tennessee corporation, having its principal place of business at 209 10th Avenue South, Suite 450, Nashville, Tennessee 37203 ("HealthStream") and Natividad Medical Center, having its principal place of business at 1441 Constitution Blvd, Salinas, CA 93906 ("Customer").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions.

"Affiliate" means Customer, any legal entity that Customer owns, that owns Customer, or that is under common ownership with Customer, or that is controlled by or under common control with Customer.

"Online Service(s)" means certain Service(s) provided by HealthStream to Users over the Internet or other similar computer networks.

"Order Form" means the ordering documents representing the initial purchase of any Services as well as any subsequent purchases agreed to between the parties in writing from time to time, that are signed under this Agreement and deemed incorporated into Exhibit A.

"Service(s)" means all service(s) provided by HealthStream, including but not limited to Online Service(s).

"Users" means employees, consultants, contractors, clients or agents of Customer and/or an Affiliate who are authorized to use the Online Service(s) and have been supplied user identifications and passwords by Customer and/or an Affiliate (or by HealthStream at Customer's or an Affiliate's request).

2. Provision of Service(s). HealthStream shall make the Service(s) available to Customer or Affiliate, as applicable, pursuant to the terms and conditions set forth in this Agreement and any and all Order Forms executed under this Agreement from time to time.

3. Use of Online Service(s).

3.1 Dependent Online Service(s). Certain Online Service(s) including, without limitation, courseware services, authoring services, and dictionary services (collectively the "Dependent Online Services"), require other Online Service(s) including, without limitation, Learning Center (in one of several versions) and Competency Center (collectively the "Required Online Services"), to be licensed by Customer to enable the Customer to use the Dependent Online Services. HealthStream may require and Customer shall agree to contract for, license and purchase at least the minimum level of Required Online Services as determined from HealthStream from time to time as a pre-requisite to contracting for, licensing and purchasing the Dependent Online Services. All relationships between Required Online Services and Dependent Online Services shall be detailed in the applicable Order Form(s).

3.2 HealthStream Responsibilities. HealthStream shall: (a) provide telephone and online standard support to designated representatives of Customer, and (b) use commercially reasonable efforts to make the Online Service(s) generally available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond HealthStream's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving HealthStream employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within HealthStream's possession or reasonable control, and network intrusions or denial of service attacks.

3.3 Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Online Service(s), and notify HealthStream promptly of any unauthorized use; and (c) comply with all applicable local, state, federal, and foreign laws in using the Online Service(s) and, if using the Online Service(s) outside of the United States, not use the Online Service(s) in a manner that would violate any federal or state laws of the United States if conducted in the United States.

3.4 Use Guidelines. Customer shall use the Online Service(s) solely for its internal business purposes as contemplated by this Agreement

and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Online Service(s) available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Online Service(s) or the data contained in the Online Service(s); or (f) attempt to gain unauthorized access to the Online Service(s) or its related systems or networks.

4. Fees & Payment.

4.1 Fees. Customer shall pay all fees specified in all executed Order Forms. In the case of Online Service(s) and except as otherwise provided: (a) fees are based on the number of User subscriptions purchased in the relevant Order Form, not the extent of actual usage; (b) fees are non-refundable; (c) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form; and (d) User subscriptions are for named Users and cannot be shared or used by more than one User but may be reassigned from time to time to new Users replacing former Users who have terminated an employment or some other prior relationship with Customer, changed job status or function, or otherwise no longer require ongoing use of the Service. Unless otherwise specified in the relevant Order Form, (a) the term of the additional User subscriptions shall be coterminous with the expiration of the then current subscription term; and (b) pricing for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the then current subscription term. HealthStream shall have the right at all times to review and audit the number of Users for any Online Service and to bill Customer for any Users in excess of that number of properly licensed and paid Users under all Order Forms and subscriptions.

4.2 Invoicing & Payment; Suspension of Service. Customer shall maintain complete and accurate billing and contact information with HealthStream at all times. Fees for the Service(s) will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due not forty-five (45) days from the invoice date and all payments made under this Agreement shall be in United States dollars. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at HealthStream's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, HealthStream reserves the right to suspend the Service(s) provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

4.3 Taxes. Unless otherwise stated, HealthStream's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on HealthStream's income. If HealthStream has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides HealthStream with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges that in providing the Service(s), HealthStream utilizes (a) the HealthStream

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name, the HealthStream logo, the HealthStream domain name, the product and service names associated with the Service(s), and other trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; (c) certain processes including, but not limited to, HealthStream's databases, questionnaires, market research procedures, tabulation procedures, creative processes, statistical methods, and production methods; and (d) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "HealthStream IP") and that the HealthStream IP is covered by intellectual property rights owned or licensed by HealthStream (collectively, "HealthStream IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the HealthStream IP or HealthStream IP Rights are granted to Customer, and all licenses and rights are expressly reserved.

5.2 License Grant. HealthStream grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicenseable right to access and use the Online Service(s) in accordance with the terms of this Agreement.

5.3 Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service(s) or HealthStream IP; (b) create Internet "links" to or from the Online Service(s), or "frame" or "mirror" any content forming part of the Online Service(s), other than on Customer's own intranet; or (c) disassemble, reverse engineer, or decompile the Service(s) or HealthStream IP, or access it in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Service(s).

5.4 Customer Data. As between HealthStream and Customer, all data obtained by HealthStream from Customer and any Affiliate through the provision of the Service(s) (collectively, the "Customer Data") is owned exclusively by Customer. Customer grants HealthStream an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, however, that the Aggregated Data will not reveal any personal information or the identity of Customer or any Affiliate. HealthStream may distribute certain Customer Data to licensing and accreditation organizations for the benefit of Users. HealthStream will release the minimum data required to adequately credit Users for educational activities completed. All Customer Data may be copied, displayed, published and otherwise used by the Customer or Affiliate; provided, however, that Customer on behalf of itself and all Affiliates hereby agrees that it shall not utilize or present the Customer Data in any manner that materially misrepresents the Customer Data. HealthStream shall hold all completed survey instruments prepared in connection with the Service(s) for which HealthStream distributes surveys on behalf of Customer for a period of 90 days following delivery of such survey instruments, after which time all survey instruments shall be destroyed, although HealthStream shall maintain electronic copies of the survey data.

5.5 Suggestions. HealthStream shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service(s) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the Service(s).

6. Confidentiality.

6.1 Definition of Confidential Information. As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms under this Agreement), the Customer Data, the Service(s), the HealthStream IP, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes

generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting the Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.3 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin the acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties.

(a) **General.** Each party represents and warrants that it has the legal power to enter into this Agreement. HealthStream represents and warrants that (i) it will provide the Service(s) in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service(s) and the HealthStream IP to grant the rights and licenses granted in this Agreement; and (iii) the Service(s) and HealthStream IP do not infringe any intellectual property rights of any third party. During the term of this Agreement, the Online Service(s) shall perform materially in accordance with any applicable user guides or specifications; and (b) the functionality of the Online Service(s) will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of the Online Service(s) is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by HealthStream with respect to future functionality or features.

(b) **Customer Research Data Limited Warranty.** HealthStream warrants that the Customer Data provided by HealthStream as a result of certain research Service(s) ("Customer Research Data") will conform substantially to the terms specified in the Order Form. In the event of a breach of this warranty, Customer shall provide HealthStream with written notice of such breach, identifying the claimed errors or deficiencies in the Customer Research Data provided, and HealthStream shall have a reasonable period to cure such purported errors or deficiencies. HEALTHSTREAM'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO CORRECT AND/OR MODIFY THE CUSTOMER RESEARCH DATA SO THAT IT CONFORMS SUBSTANTIALLY TO THE TERMS SPECIFIED IN THE ORDER FORM. Customer shall notify HealthStream of any errors and/or deficiencies in the Customer Research Data within three (3) months of HealthStream's delivery of the Customer Research Data to Customer, or such claims shall be waived.

(c) **Non-Exclusion.** HealthStream represents and warrants that HealthStream, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in HealthStream being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty and HealthStream shall

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immediately notify Customer of any change in the status of the representations and warranty set forth in this section.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, HEALTHSTREAM MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HEALTHSTREAM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Mutual Indemnification.

8.1 Indemnification by HealthStream. Subject to this Agreement, HealthStream shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service(s) as contemplated under this Agreement infringes the intellectual property rights of a third party, provided, that Customer (a) promptly gives written notice of the Claim to HealthStream; (b) gives HealthStream sole control of the defense and settlement of the Claim (provided that HealthStream may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to HealthStream, at HealthStream's cost, all reasonable assistance.

8.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold HealthStream harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against HealthStream by a third party alleging that the Customer Data or Customer's use of the Service(s) (as opposed to the Service itself) infringes the intellectual property rights of, or has otherwise harmed, a third party, provided, that HealthStream (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases HealthStream of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

9. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 4 (PAYMENT OF FEES) OR 5.3 (RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$100,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

9.3 Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and, unless earlier terminated pursuant to the terms of this Agreement, continues until the later of the date when (a) all User subscriptions granted in accordance with this Agreement have expired or been terminated and (b) no Service(s) is being provided by HealthStream.

10.2 Term of User Subscriptions. User subscriptions for Online Service(s) commence on the start date specified in the relevant Order

Form and continue for the subscription term specified in the Order Form. User subscriptions for Online Service(s) shall automatically renew for additional one (1) year terms at 105% of the then current fee charged to Customer, unless one party provides the other notice of termination at least ninety (90) days prior to the end of the relevant subscription term.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, HealthStream shall refund Customer any prepaid fees for Online Service(s) for the remainder of the User subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to HealthStream prior to the effective date of termination.

10.4 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

11. General Provisions.

11.1 Relationship of the Parties; Publicity. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties or any Affiliate. There are no third-party beneficiaries to this Agreement. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

11.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by email. Notices to HealthStream shall be addressed to the attention of its Legal Department. Notices to Customer shall be addressed to the attention of its General Counsel.

11.3 Waiver and Cumulative Remedies; Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.4 Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.5 Intentionally Omitted.

11.6 Entire Agreement. This Agreement, including all exhibits and addenda to this Agreement and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum to this Agreement, or Order Form signed under

Renewal and Amendment No. 4 to Exhibit A

this Agreement, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Furnish) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date.

HEALTHSTREAM, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

NATIVIDAD MEDICAL CENTER

By: _____

Print Name: _____

Title: _____

Date: _____

Renewal and Amendment No. 4 to Exhibit A

EXHIBIT A
Order Forms

(To be attached to this Exhibit and Agreement and incorporated into this Exhibit and Agreement from time to time upon signing)

Order Form



Submitted Date May 13, 2014

Order Number ORD-0369920

P.O. Number

Tax Exempt? No

Customer Information
Name Natividad Medical Center
Address 1441 Constitution Blvd
 Safinas, CA 93906

Primary Contact
Name Lawanda Janine Bouyea
Email bouyeaj@natividad.com
Phone (831) 783-2701

Billing Contact
Name Lawanda Janine Bouyea
Email bouyeaj@natividad.com
Phone (831) 783-2701

HealthStream Contact
Name Cambrey Little
Email cambrey.little@healthstream.com
Phone 615-301-3210

ORDER DETAILS

Billing Frequency: UpFront

Product	Term (Months)	Quantity	Unit Price	Total Price
HCC Administrator Training - Web-Based	12	2	\$0.00	\$0.00
HealthStream Competency Center	6	1000	\$0.00	\$0.00
HealthStream Competency Library	6	1000	\$0.00	\$0.00
HTML Authoring Center Training via Webinar	12	2	\$0.00	\$0.00
			Subtotal:	\$0.00

Grand Total \$0.00



Order Form



This Order Form and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement" or "MSA") between Customer and HealthStream, Inc. dated July 31, 2008. This Order Form shall constitute an amendment to the Agreement and shall be incorporated into the terms of the Agreement and be binding on the parties. Any additional terms and conditions specific to the Service(s) shall be attached to this Order Form. The number of active users in the HLC and courseware subscriptions may be assessed on the first day of each calendar quarter, and additional users beyond the quantity in the MSA and/or any Order Form(s) shall be added to such MSA and Order Form(s) and subject to billing at the point assessed. All courseware Service(s) will consist of those courses as listed for each Service on the online catalog available at <http://store.healthstream.com/> as updated from time to time.

This Order is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of the Agreement and the provisions for renewal and termination. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Service, the term of each Service license shall also expire at that time and the Customer will not recover any fees paid in advance for the Product(s) for any part of the term or quantity for that Product or those Products that go unused.



Order Form



ADDENDUM(S)

Product Specific Terms

HealthStream Competency Center

HealthStream Competency Center ("HCC") shall mean those services provided by HealthStream to Customer that enable Customer to develop, manage, track and rate competencies, and certain activation services and training specific to use of the HealthStream Competency Center.

HealthStream Competency Library

HealthStream Competency Library shall mean those services provided by HealthStream to Customer that enable Customer to use and modify over 2,200 competency statements that are built into the HCC and HPC and accept or decline any HealthStream updates to those statements.

HealthStream Competency and Performance Center Administrator Training

Nashville Training

In the first year of the Agreement, Customer may send two (2) people to HealthStream's offices in Nashville for HealthStream Competency Center Basic Administration Training. This training is 1 ½ days, and covers the basics of using the HealthStream Competency Center from the Administrator and Student perspective. Customer must pay for their own travel, hotel, and incidental expenses.

Customer may send additional personnel for \$750.00 per person.

Competency and Performance Center administrators with no prior HLC administrator experience MUST attend HLC 101 webinar training prior to attending Competency and Performance Center training in Nashville. This training covers the basics of using the HealthStream Competency Center



Order Form



from the Administrators and Student perspective along with an overview of the HLC.

After first year of contract, Customer is eligible for up to two ½ price seats per year for additional or refresher training. These offerings are priced as follows:

Without HLC 101: ½ price seat = \$375.00 per person. Customer pays own travel, hotel, and incidental expenses.

With HLC 101: ½ price seat = \$500.00 per person. Customer pays own travel, hotel, and incidental expenses.

Customer Site

Without HLC 101: \$7,000.00 for 2 full training days for 4 - 10 participants. Customer pays HealthStream's reasonable travel, hotel, and incidental expenses. \$250.00 each for additional participants, up to 16 participants total.

With HLC 101: \$8,500.00 for 3 full training days for 4 - 10 participants. Client pays HealthStream's reasonable travel, hotel, and incidental expenses. \$250.00 each for additional participants, up to 16 participants total. Customers must purchase onsite Competency and Performance Center onsite training with HLC 101 if their competency and performance center administrators have no prior HLC administrator experience.

Web-Based Training

Customer may enroll two (2) people in HCC New Administrator Web-based Training in place of live training in the Nashville office. Program consists of three (2) three hour segments delivered via interactive web technologies.

Additional participants may attend for \$600.00 each.

Competency and Performance Center administrators with no prior HLC administrator experience MUST attend HLC 101 webinar training prior to attending Competency and Performance Center webinar. This training covers the basics of using the HealthStream Competency Center from the Administrators and Student perspective along with an overview of the HLC

Additional participants may attend for \$400 each.

After first year of contract, customer is eligible for up to two ½ price seats per year for additional or refresher training. These offerings are priced as follows:

HCC New Administrator Web-based Training: ½ price seat = \$450 per person

HLC 101 for HCC Administrators via Webinar: ½ price seat = \$200 per person

**1/2 price seats include a total of two per year per contract and can be used as two seats in live training in Nashville, two seats in webinar training, or one seat in each classes that offer both live



Order Form

and webinar options.



Signature:

Email: bouyeaj@natividad.com

