

INTEGRATION MODULE AGREEMENT

THIS INTEGRATION MODULE AGREEMENT (the “**Agreement**”) is entered into between Cardiac Pacemakers, Inc. and Guidant Sales Corporation, with principal offices at 4100 Hamline Avenue North, St. Paul, Minnesota 55112 (collectively known as “**Boston Scientific**”), and the user of this LATITUDE NXT Integration software (“**Client**”).

BY CLICKING ON “YES”, YOU ACKNOWLEDGE THAT YOU, ON BEHALF OF YOUR ORGANIZATION, HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THIS AGREEMENT, THEN: (1) BOSTON SCIENTIFIC DOES NOT GRANT THE LICENSE TO THE LATITUDE NXT INTEGRATION MODULE(S), THEREFORE, YOU SHOULD NOT USE THE LATITUDE NXT INTEGRATION SOFTWARE; AND (2) YOU SHOULD CLICK ON THE “NO” BUTTON.

1. LATITUDE NXT System.

1.1 LATITUDE NXT Website. BOSTON SCIENTIFIC provides an internet-based device data management system (the “**LATITUDE NXT Website**”) as a feature of an integrated device system for use with its implantable cardiac devices. Client under a separate agreement with Boston Scientific (the “**LATITUDE NXT License Agreement**”) has licensed the access and use of the LATITUDE NXT Website in order to perform remote interrogation of the device and manage the device data (including customer/patient information) (“**Device Data**”).

1.2 LATITUDE NXT Integration Module. Boston Scientific has developed an integration module for the LATITUDE NXT Website (the “**LATITUDE NXT Integration Module**”) to enable certain Device Data housed in the LATITUDE NXT Website to be downloaded into electronic medical records systems and/or clinical information systems (collectively, “**EMR/CIS System**”). The LATITUDE NXT Integration Module is an optional software integration module for users of the LATITUDE NXT Website. The data set available to be migrated from the LATITUDE NXT Website into an EMR/CIS System through the LATITUDE NXT Integration Module is dependent on the message type selected by the customer. The data set may include basic patient demographics, device therapy settings (e.g., pacing settings, defibrillation settings), event counters, and diagnostics on device functionality (e.g., lead impedance, sensing thresholds, pacing thresholds) (the “**Standard Data Set**”). Additional data migration beyond the data included in the Standard Data Set would have to be addressed under a separate agreement.

1.3 LATITUDE NXT Security. The migration of Standard Data Sets from the LATITUDE NXT Website to the EMR/CIS System at Client’s site will be made utilizing certain security processes and safeguards. Client agrees to keep all security passwords and certificates issued to Client by Boston Scientific (collectively, “**Security Documents**”) strictly confidential and to reveal the Security Documents only to employees or agents with a need to know in order for Client to receive the benefits of the LATITUDE NXT Integration Module.

1.4 LATITUDE NXT Support. Boston Scientific will provide Client with user guides and help desk support services for the LATITUDE NXT Integration Module during its standard hours of operation at its Minnesota offices, (“**LATITUDE NXT Integration Module Support**”). Boston Scientific may change the LATITUDE NXT Integration Module Support from time to time in its sole discretion. Client acknowledges its responsibility to cooperate with Boston Scientific when receiving LATITUDE NXT Integration Module Support, including giving Boston Scientific access to such information, facilities, services and accessories as Boston Scientific reasonably requires to perform the support services. Client is also responsible for maintaining its EMR/CIS System and any other third party hardware, software or internet services necessary for the proper functioning of the LATITUDE NXT Integration Module.

2. LATITUDE NXT Integration Module License.

2.1 License Grant. Boston Scientific grants Client a non-exclusive, non-transferable, non-registrable before any authority, non-sublicensable license to internally use the LATITUDE NXT Integration Module and all applicable accompanying documentation and user guides ("**Documentation**") for the sole purpose of downloading Standard Data Sets between the LATITUDE NXT Website and the EMR/CIS System in use at Client's site.

2.2 License Restrictions. Any use of the LATITUDE NXT Integration Module not expressly permitted in this Agreement is prohibited. Except as expressly permitted in this Agreement, Client shall not, and shall not allow or authorize any third party to: (i) allow use of or access to the LATITUDE NXT Integration Module or sublicense, transfer or assign its rights to use the LATITUDE NXT Integration Module, in whole or in part, to a third party; (ii) alter, enhance or otherwise modify the LATITUDE NXT Integration Module; (iii) disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of the LATITUDE NXT Integration Module; (iv) remove or destroy any proprietary markings, confidential legends or any copyrights, trademarks, trade names, brand names or other proprietary notices placed upon or contained within the LATITUDE NXT Integration Module.

3. Term and Termination.

3.1 This Agreement shall commence on the date Client clicks "Yes" (the "**Effective Date**") and continue for the period of two (2) years (the "**Initial Term**"). This Agreement will automatically renew for additional one (1) year periods (each a "**Renewal Term**"), unless either party provides sixty (60) days' written notice (prior to the expiration of the then-current term) to the other party of its intention not to renew. The "**Term**" of the Agreement will be the Initial Term and all Renewal Terms.

3.2 This Agreement will terminate immediately upon written notice to the other party in the event the other party is in material breach of this Agreement, with the notice to be effective: (a) immediately, if the breach is not capable of being cured within forty-five (45) days of notice or (b) forty-five (45) days after delivery of notice, if the breach is capable of being cured and the other party has failed to cure the breach to the reasonable satisfaction of the nonbreaching party within said forty-five (45) day period. A party may terminate this Agreement immediately upon written notice to the other party if the other party violates its obligations in Section 8, or in the LATITUDE NXT License Agreement or, if applicable, the BA Agreement. This Agreement will automatically terminate upon the expiration of the LATITUDE NXT License Agreement. Upon termination or expiration of this Agreement, (a) all licenses granted hereunder shall cease and (b) Client shall promptly cease using the LATITUDE NXT Integration Module and destroy all Documentation. Sections 2.2, 4 - 8 shall survive termination or expiration of this Agreement.

4. Ownership. "Boston Scientific Property" means (a) the LATITUDE NXT Integration Module including specifications, formats, structure, design, tools, and all related documentation, ideas, methods, methodologies (except for the HL7 public standard) and (b) any and all derivative works, enhancements or other modifications to any of the above. Subject only to the licenses in this Agreement, as between Boston Scientific and Client, Boston Scientific shall be the sole owner of all intellectual property rights in and to the Boston Scientific Property. Client or its patients shall retain sole ownership of the Device Data. Boston Scientific may utilize all suggestions, feedback, improvements or the like that Client provides to Boston Scientific or otherwise makes with respect to the LATITUDE NXT Integration Module without any obligation to Client. To the extent that Client has or later obtains any intellectual property rights in and to the LATITUDE NXT Integration Module or any future derivative work, enhancement or modification thereto or any part thereof, by operation of law or otherwise, Client hereby disclaims such rights, assigns and transfers such rights exclusively to Boston Scientific, and shall provide reasonable assistance to Boston Scientific, to give effect to such assignment and to protect, enforce and maintain such rights.

5. Confidentiality. "Confidential Information" means (a) any business or technical nonpublic information of Boston Scientific, including but not limited to any information relating to Boston Scientific's products, services, product plans, product prices, marketing plans, business opportunities, personnel, or patients, (b) any other information of Boston Scientific that is specifically designated by Boston Scientific as confidential or proprietary, and (c) the terms and conditions of this Agreement, except that the definition of Confidential Information shall not include information that (i) is in or enters the public domain without breach of this Agreement through no fault of Client, (ii) Client was demonstrably in possession of prior to first receiving it from Boston Scientific, (iii) Client can demonstrate was developed by Client independently and without use of or reference to Boston Scientific's Confidential Information, or (iv) Client receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Client shall maintain the Confidential Information of Boston Scientific in strict confidence until it falls under one of the exceptions (i) – (iv) listed above, and shall exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Client shall use the Confidential Information of the other party only during the Term of the Agreement and as expressly permitted herein, and shall disclose such Confidential Information only to its employees and independent contractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees or independent contractors). Notwithstanding the above, Client may disclose Confidential Information of Boston Scientific pursuant to the valid order or requirement of a court or administrative agency, provided that Client first gives reasonable notice to Boston Scientific to contest such order or requirement. Any such disclosure by the Client of the Confidential Information of Boston Scientific, shall, in no way, be deemed to change, affect or diminish the confidential and proprietary status of

such Confidential Information. Boston Scientific hereby designates the Boston Scientific Property and the Security Documents as Boston Scientific Confidential Information.

6. Warranties and Disclaimers.

6.1 Client Warranties. Client represents and warrants that it owns the Device Data or has obtained all rights in the Device Data necessary so that the use by Boston Scientific or Client in connection with the LATITUDE NXT Integration Module and the migration of Data Sets to the EMR/CIS System at Client's site does not violate any intellectual property rights, privacy rights or other rights of a third party. Client agrees to indemnify and defend Boston Scientific from and against all losses, liabilities, costs, claims or expenses arising out of or related to a breach of this warranty.

6.2 Boston Scientific Warranties. Boston Scientific warrants to Client that, for a period of ninety (90) days from initial delivery of the LATITUDE NXT Integration Module to Client, the LATITUDE NXT Integration Module will, when properly installed and used in accordance with the Documentation supplied to Client, perform substantially in accordance with the specifications for the LATITUDE NXT Integration Module as described in the applicable Documentation. As Client's exclusive remedy and Boston Scientific's sole obligation for breach of this warranty, Boston Scientific will use commercially reasonable efforts to correct any reproducible error in the LATITUDE NXT Integration Module constituting a breach of the warranty at no additional charge to Client. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 6.2, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, BOSTON SCIENTIFIC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ACCURACY OF THE DEVICE DATA OR THAT THE LATITUDE NXT INTEGRATION MODULE AND USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE. SPECIFICALLY BOSTON SCIENTIFIC DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY.

7. Limitation Of Liability. EXCEPT FOR BREACHES OF SECTION 4 AND 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE LATITUDE NXT™ INTEGRATION MODULE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, BOSTON SCIENTIFIC SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO (i) THE ACCURACY OR COMPLETENESS OF DEVICE DATA; OR (ii) FOR SERVICES PROVIDED THROUGH USE OF THE DEVICE DATA; OR (iii) ANY LOSSES, LIABILITIES OR CLAIMS INCURRED OR ARISING IN CONNECTION WITH THE PROVISION BY CLIENT OR ANY AGENT OF INCORRECT OR MISLEADING DEVICE DATA OR SERVICES OR THE ACTS OR OMISSIONS OF CLIENT, OR ANY AGENT, WHETHER SUFFERED BY CLIENT OR ANY THIRD PARTY. Except for breaches of Section 5, Boston Scientific's total aggregate liability for any damages arising out of or related to this Agreement will not exceed the fees paid for the LATITUDE NXT Integration Module that is the subject of the action. The existence of one or more claims will not enlarge this limit.

8. General Terms.

8.1 Client is Health Care Provider. Client, acting by and through its clinicians, shall be the sole provider of all medical and other health services to its patients. Without limiting the foregoing, Client shall monitor and review all patient health care data and information contained in the Device Data, and arrange for all patient health care services, including any indicated by the Device Data.

8.2 Services Not Health Care Services. Client acknowledges and agrees that the Boston Scientific Services performed under this Agreement are not the practice of medicine or patient health care services and that Boston Scientific is not a provider or supplier of any patient health care services; that Boston Scientific has no responsibility for any medical practice management or patient care decisions made using the LATITUDE NXT Integration Module or for reviewing, monitoring or otherwise analyzing any health care data, including any data included in the Device Data. Client acknowledges and agrees that all processes, forms and reports contained in or provided with or from the LATITUDE NXT Integration Module are provided for Client's information only, subject to errors and not a substitute for the exercise of professional judgment.

8.3 Compliance with Federal and State Confidentiality Laws. Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties acknowledge that they have entered into a business associate agreement (the "**BA Agreement**") in compliance with the Standards for Privacy of Individually Identifiable Health Information published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.

8.4 Third Party Beneficiaries. Client acknowledges and agrees that Boston Scientific's third party suppliers have no obligations or liability directly to Client and that Boston Scientific's third party suppliers are third

party beneficiaries of those provisions of this Agreement that relate to the protection of the third party supplier and/or its intellectual property.

8.5 Miscellaneous. This Agreement, the LATITUDE NXT License Agreement and the BA Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or representations, written or oral, of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified, altered or amended, except by written instrument duly executed by both parties. No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof. This Agreement will be binding on the parties, their successors and permitted assigns. This Agreement will be construed under the laws of the State of Minnesota, without regard to its conflicts of law principles. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining portions shall remain in full force and effect. All notices required by this Agreement shall be (i) addressed to the parties at the addresses set forth in the preamble above or at such other address as the parties shall designate in writing from time to time; and (ii) in writing and either served by personal delivery, certified or registered mail (return receipt requested) or facsimile (if confirmed by other means listed herein).