

INTEGRATION AGREEMENT

This agreement ("Agreement") is entered into as of December 20, 2016 ("Effective Date") by and between [REDACTED]ock [REDACTED]th LLC, [REDACTED] 5 [REDACTED]n [REDACTED]on, [REDACTED] SA ("Company"), and [REDACTED]er [REDACTED], [REDACTED] [REDACTED]dy [REDACTED], [REDACTED] 1800, [REDACTED]ia, [REDACTED] 12136, [REDACTED]A ("Elsevier").

The parties hereto agree as follows:

SECTION 1. LICENSE.

1.1 *License Grant.*

Subject to the terms and conditions of this Agreement, Elsevier hereby grants to Company a non-exclusive, non-transferable license to integrate the Gold Standard Drug Database components identified in Schedule 1 ("Elsevier Products") into Company's product(s) and /or system(s) identified in Schedule 2 ("Company Products"), and to sell the resulting product to Company's Customers (as defined herein).

1.2 *Customer.*

Customers are hospitals, skilled nursing facilities and ACOs or other entities that use the SilverRock platform, who license under a separate agreement between Company and Customer, Company Products, into which data from the Elsevier Products has been incorporated as permitted hereunder ("Integrated Product(s))."

1.3 *Authorized Users.*

Authorized Users are individual patients that receive care plans through employees at hospitals, skilled nursing facilities and Accountable Care Organizations (ACOs) or other entities that use the SilverRock platform who will access and use the Integrated Products.

1.4 *Restrictions on Use of Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, Company may not:

- engage in deceptive, misleading, illegal and/or unethical practices in connection with the marketing, distribution and use of the Elsevier Products or any portion thereof;
- make false or misleading representations with regard to Elsevier and/or the Elsevier Products or any portion thereof;
- abridge, modify, translate or create any derivative work based on the Elsevier Products;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Elsevier Products;
- distribute as a stand-alone product or private label the Elsevier Products; or
- permit any entity other than Company to sell or distribute the Elsevier Products whether integrated into another product or as a stand-alone product.

1.5 *Intellectual Property Ownership.*

Company acknowledges that all right, title and interest in and to the Elsevier Products remain with