

Indemnification Clause

The Purchaser otherwise known as the Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, indemnify and hold International Business Machines Corporation ("IBM") and its directors, officers, employees, agents, affiliates and subsidiaries harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third party regarding Recipient's use, sharing or other disposition of the HCUP Data, as defined below. This includes but is not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of the NIS, KID, NASS, NEDS, NRD, SID, SASD, or SEDD data ("HCUP Data") provided by IBM. Recipient agrees that IBM shall not be liable to Recipient for any reason whatsoever arising out of the HCUP Data or the Recipient's use of the HCUP Data.

The Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, indemnify and hold Pantheon Software and its "Parent", its affiliates and their respective officers, directors, employees and agents harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third parties, including but not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of the HCUP Data provided by Pantheon Software. Further, Recipient agrees that Pantheon Software shall not be liable to Recipient for any reason whatsoever arising out of the HCUP Data or the Recipient's use of the HCUP Data.

Name: _____

Signed: _____

Date: _____