

**MULTI-YEAR PRICING AMENDMENT TO THE
UNIFIED PARTICIPATION AGREEMENT**

GWTG OSI Site ID (if known):

The American Heart Association, Inc., a New York not-for-profit corporation with its principal offices at 7272 Greenville Avenue, Dallas, Texas 75231 (hereinafter "AHA") and (hereinafter "Program Participant"), enter into this amendment ("the Amendment") to that certain Unified Participation Agreement ("the Agreement") by and between the parties dated effective . This Amendment is effective as of the last date of signature by both parties ("Effective Date"). Except as otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning herein as defined in the Agreement.

WHEREAS, Program Participant and AHA entered into the Agreement;

WHEREAS, the parties desire to amend the Agreement to designate Program Participant's election of a three (3)-year price guarantee contingent upon Program Participant's continued enrollment in AHA's programs as specified in the Agreement

WHEREAS, the parties desire to amend the Agreement as set forth below.

Section II(2) Financial shall be replaced in its entirety with the following language:

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

The parties shall also add the following provision:

Section II(3): Set Pricing. For a period of three years, AHA shall assess an annual fee to Program Participant as follows:

Applicable Program	Participating Module	Annual Fee	Applicable Billing Years	
Atrial Fibrillation		\$	20	-20
Coronary Artery Disease		\$	20	-20
Heart Failure		\$	20	-20
Resuscitation		\$	20	-20
Stroke		\$	20	-20

This set pricing is based on Program Participant's patient discharge volume used to calculate annual fees in the pricing table of this Amendment. The three-year period shall commence on the Effective Date of this Amendment and continue for the remainder of the Agreement term. AHA shall remit the first invoice to Program Participant within 30 days of the Effective

Date of this Amendment. Thereafter, annual invoices will be remitted in December of each following term. Program Participant shall pay the invoice in full within 90 days of invoice date. Failure to timely pay shall result in immediate suspension or deactivation of Program Participant's access to the Program(s), with the option to terminate the Agreement at AHA's discretion. Program Participant hereby acknowledges and agrees that if Program Participant terminates this Agreement for any reason before the three-year period expires, Program Participant shall pay to AHA an early termination fee equal to the amount of the non-discounted rate had Program Participant not entered into the three-year set pricing term and based on the current annual fee.

Section IX(1)(Term) shall be revised as follows:

It [the term of the Agreement] shall continue in effect for three years, unless terminated earlier by either party pursuant to applicable provisions of this Agreement. Early termination by Program Participant for any reason is subject to additional costs as provided for in Section II(3).

NOW, THEREFORE, in consideration of the mutual promises of the AHA and Program Participant, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both, the parties, intending to be legally bound hereby, agree as follows:

Except as specifically amended or supplemented by this First Amendment, all terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

American Heart Association, Inc.

Program Participant

By:
Print Name: Michele M. Bolles
Title: VP, Quality and Health IT
Date:

By:
Print Name:
Title:
Date:

