

JOINT DIRECTORY OF SERVICES AGREEMENT

This agreement ("Agreement") is between Quest Diagnostics Incorporated, its affiliates and subsidiaries ("We," "Us" or "Our") and the individual, hospital, or entity executing this Agreement ("You" or "Your") (collectively the "Parties"). It states the parties' rights and obligations in connection with the online Joint Directory of Services (JDOS) Builder Tool ("Tool") developed by Us and the creation of a joint directory of services. The JDOS Tool is a flexible database driven tool that can be used to create a printed book, CD or web based listings of services with information on pre and post-analytical processes. NOW THEREFORE, the Parties agree as follows:

1. Your Responsibilities. We will provide You access to the JDOS Tool to populate with the following information: Your contact information, Your Test information, Your corporate identity standards, Your logo, any other reasonable details desired to be published in the JDOS. You represent that any information entered into the JDOS Tool will be accurate to the best of your knowledge. If You access the JDOS Tool via the Internet using Your own system, Your system must meet certain minimum requirements that We establish and that We may modify from time to time.

2. Our Responsibilities. We will provide a username and password for You to access the JDOS Tool: respond to inquiries in connection with the process of building a JDOS; populate the JDOS Tool with Our tests that You order; publish the completed JDOS; copy and deliver a published JDOS to You; and Update Our test information on JDOS Tool from time to time.

3. Term. This Agreement shall remain in effect until terminated. Either party may terminate this Agreement at any time, with or without cause, upon five business days' written notice to the other party.

4. Proprietary Information. You agree that the JDOS Tool embodies substantial creative rights, confidential and proprietary information, copyrights, trademarks and trade secrets, all of which are and shall remain Our exclusive property. You may not copy, reproduce, modify, reverse engineer or decompile any portion of the JDOS Tool, and You may use it only for internal purposes, as provided in this Agreement.

5. Compensation. You agree to pay Us fair market value for the cost of developing/publishing the JDOS. You agree to compensate Us within 30 days of receipt of invoice. Fair market value has been established as the approved cost of printing the JDOS and/or producing a CD, split proportionately between the Parties based upon the percentage of tests listed by You and Us plus an additional \$1,900 one-time set-up fee for creation of your new account and online access to the JDOS.

6. No Referral of Testing. The Parties hereto represent and warrant to and with each other that (a) this Agreement is

commercially reasonable and furthers the legitimate business purposes of the parties, (b) the compensation payable hereunder by You to Us for services performed hereunder is consistent with fair market value in arms-length transactions and is not calculated in a manner that takes into consideration the volume, or value of any referrals or other business generated between the parties hereto, and (c) nothing contained in this Agreement shall require You to refer any patients to Us or to order any services from Us.

7. Disclaimer/Exclusions of Warranties. We may alter the JDOS Tool and its functionality at any time. We provide **THE JDOS TOOL TO YOU "AS IS."** WE MAKE NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, WITH RESPECT TO THE JDOS TOOL. WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We cannot guarantee that Your access to the JDOS Tool will be uninterrupted or error-free.

8. Exclusion of Damages. WE SHALL NOT BE LIABLE TO YOU, UNDER ANY CIRCUMSTANCE, FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE JDOS TOOL OR JDOS, EVEN IF WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

9. Compliance with Laws. Both Parties agree to comply with all applicable laws rules or regulations ("Applicable Laws"). Applicable Laws include, but are not limited to, federal and state physician self-referral laws and regulations, federal and state anti-kickback laws and regulations.

10. Miscellaneous. This Agreement constitutes the entire understanding of the parties regarding the subject matter of this Agreement. It may not be amended or modified except by a writing signed by the parties. Neither party may assign or otherwise transfer this Agreement or any other rights to any other person or entity. This Agreement shall be governed by New Jersey law, without regard to conflict of laws principals. All communications hereunder shall be in writing and shall be sent by either email or registered or certified mail, return receipt requested. All notices to Us shall be addressed to (Insert address).

By signing below, You acknowledge that You have read this Agreement, You understand and agree to its terms and conditions, and are authorized to bind the group, practice, or entity listed below.

Quest Diagnostics Incorporated

By: _____

Print Name: _____

Title: _____

Date: _____

(Your Full Legal Entity Name)

By: _____

Print Name: _____

Title: _____

Date: _____

Account #: _____