EXHIBIT A

INGENIX, INC.
MASTER SERVICES AND LICENSE AGREEMENT

This Services and License Agreement (the "Agreement") is made as of _July 7_ 199_9_, by and between Ingenix, Inc. ("Ingenix"), at 12125 Technology Drive, Eden Prairie, Minnesota 55344, and ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ("Customer").

Customer wishes to obtain certain data management and decision support products and services from Ingenix. This Agreement sets forth the terms under which Ingenix will provide the requested products and services.

1. <u>Services, Software and Data.</u>

1.1 The following definitions shall apply to this Agreement and to all Schedules:

(a) "Affiliate" shall mean a company, which controls, is controlled by or is under common control with a party to this Agreement. For the purpose of this section, "control" shall mean majority ownership.

(b) "Data" shall mean all databases, data sets and other collections of information Customer licenses from Ingenix pursuant to this Agreement.

(c) "Data Sources" shall mean Customer and its administrators, claims payors, vendors and other sources of data to be delivered to Ingenix, which are listed on any Schedule attached to this Agreement.

(d) "Services" shall mean all consulting, training, research, data management, support, maintenance, reporting and other services Customer obtains from Ingenix pursuant to this Agreement.

(e) "Software" shall mean all computer software programs Customer licenses from Ingenix pursuant to this Agreement, and all documentation provided with it.

(f) "Useable Data" shall mean complete, readable data in the agreed upon format, conforming to the Source Data Standard set forth in an attached Schedule, and including appropriate tape or cartridge documentation, which has been tested and inspected by Ingenix, and determined to be Useable Data by Ingenix.

1.2 When Customer agrees to purchase and Ingenix agrees to provide Services, Software or Data to Customer under this Agreement, the parties shall sign appropriate Schedules to this Agreement. Each Schedule shall define the Services, Software and Data to be provided to Customer and the prices and terms applicable to them. To the extent the terms of a Schedule conflict with the terms of this document, the terms of the Schedule shall control. Customer shall have the right to receive only the specific Software, Data and other products specified on a signed Schedule, and shall have no other rights or licenses to Ingenix products (except as provided in any other signed agreement between Customer and Ingenix). [If applicable: Customer has established one or more employee welfare benefit plans, as defined in the Employer Retirement Income Security Act of 1974, as amended. Under this Agreement, Ingenix will perform certain services in connection with these plans. For some Services, Software or Data obtained under a Schedule, Customer, in its capacity as a Plan Administrator, will provide and/or ask its carriers to provide certain confidential data to Ingenix, which will be used to evaluate, manage, and analyze the Plan and its benefits and costs.]

1.3 For Customer's license of any Software or Data pursuant to any Schedule, the following shall apply:

(a)   As of the Effective Date of the applicable Schedule, Ingenix grants Customer a nonexclusive, nontransferable license to use the Software or Data for Customer's internal use within the United States, pursuant to the terms of this Agreement (including all Schedules). Customer may use the Software or Data only as permitted under the applicable Schedule, and for no other purposes.

(b)   Customer shall have no right to allow any person or entity who is not a party to this Agreement to access the Software or Data directly or indirectly in any way, at Customer's site or via remote communication methods.

(c)   In the event that Customer wishes to use a third party as its agent to access the Data or a database of Customer data through any Software or hard copy reports, Ingenix must approve access by such third party and the third party must sign a nondisclosure agreement acceptable to Ingenix. Customer, however, remains responsible for enforcing the confidentiality of the Software, Data, and Services, and Customer agrees to take actions necessary to prevent any disclosure of the Software, Data, Customer databases or Services by Customer or any of its representatives.

(d)   Customer may make copies of the Software and the Data only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each copy of the Software, Data or documentation, Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software, Data and documentation made or received by Customer can be used only as permitted under this Agreement. At any time within ten days after Ingenix's written request, Customer shall inform Ingenix of the number and location of all copies of the Software, Data and documentation Customer has made.

(e)   Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software or Data for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software or Data to any person or entity which is not a party to this Agreement or a subsidiary or affiliate of Customer or use the Software or Data to provide service bureau or similar services (unless expressly permitted on a schedule); (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software; or (iv) attempt to de-encrypt or otherwise reverse engineer the Data in an attempt to obtain identities of persons, payors, or providers.

(f)   If Customer obtains through Ingenix any software or data owned by third party vendors, the third party material will be subject to the same restrictions as Ingenix Software, and will be subject to any other written agreement signed by Customer and the applicable vendor.

(g)   Ingenix shall furnish to Customer only the updates to or new versions of Software or Data which Ingenix elects to furnish without charge to all other licensees for the Software or Data. If Ingenix notifies Customer that the update supersedes the preceding version, Customer shall have a reasonable time in which to move to the updated version, and Ingenix will have no further obligation to provide maintenance services for the superseded Software or Data versions.

2.   Customer's Responsibilities.

2.1   Customer will provide and maintain all computer hardware, software, communications equipment, and associated peripherals necessary to use the Software and the Data, and to access the Data and reports generated by the Software or the Services. If a Schedule requires Customer to deliver data to Ingenix, Customer shall provide Ingenix with all Useable Data necessary for Ingenix to perform the Services, in agreed upon formats. Customer's failure to provide Useable Data shall relieve Ingenix of all obligations under this Agreement until such time as the acceptable formats have been agreed upon and Customer has delivered Useable Data to Ingenix.

Client #_____ by_____

2.2   Customer and the Data Sources shall be responsible for their input data, for their data entry activities, and for the accuracy of Customer's data. Customer agrees that the data it provides to Ingenix under this Agreement (if any) is true and accurate data and information, to the best of Customer's knowledge. Ingenix shall not be responsible for errors in data entry done by Customer or the Data Sources, or for errors in services, programs, hardware, data files, or output Ingenix provides to or maintains for Customer pursuant to this Agreement, if those Ingenix errors result from errors in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement. Ingenix shall promptly notify Customer if Ingenix suspects errors in Customer's or the Data Sources' input data. Customer is responsible for obtaining any permissions or releases necessary for the delivery of data from Customer or the Data Sources to Ingenix.

2.3   The parties acknowledge that, as between Ingenix and Customer, Customer owns all the data Ingenix receives on Customer's behalf. During and after the term of this Agreement, Ingenix may use, transfer and combine data from Customer and the Data Sources and information derived from that data for preparing normative and benchmark data and databases, and for purposes of research and analysis. Ingenix shall not use, distribute or disclose Customer's data in any manner that would reveal the identity of Customer or its patients, members, providers, provider groups, employers or employer groups (other than for explicit use of Customer's data by Customer under this Agreement).

3.   Prices and Payment.

3.1   Customer shall pay Ingenix for the Services, Software and Data in the amounts set forth on each Schedule. Customer shall pay Ingenix for any additional billable services, which Customer requests and Ingenix performs and which are not specified in any Schedules, at Ingenix's then-current time and materials rates. Customer will pay Ingenix for all Ingenix's reasonable out of pocket expenses incurred in performing under this Agreement, including transportation, hotel accommodations, meals, telephone calls, and overnight couriers, with prior authorization from Customer. Expenses paid under this paragraph are not refundable for any reason.

3.2   Customer shall pay all applicable sales, use, transfer and any other taxes (other than Ingenix's income taxes), however designated, which are collected or levied against Ingenix on account of this Agreement. Ingenix shall collect from Customer and transmit to the proper authorities all taxes which Ingenix is required by law to collect from Customer in connection with this Agreement or the transactions contemplated by this Agreement.

3.3   Customer agrees to pay all fees and expenses properly invoiced by Ingenix within thirty days after receipt of each invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one percent per month, or the maximum rate allowed by law. Upon reasonable notice to Customer, Ingenix shall have the right to inspect and audit Customer's records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer's compliance with this Agreement.

4.   Warranties and Limitation of Warranties.

4.1   Ingenix represents and warrants to Customer that Ingenix has the right to license the Software and Data to others. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software and Data will remain in Ingenix or its licensors, as applicable. No title to or ownership of the Software or Data is transferred to Customer. Customer agrees that it does not obtain any rights in the Software or Data except the limited right to use the Software and Data as provided herein.

4.2   For 90 days after delivery of any Software and for the duration of any maintenance Services Customer purchases from Ingenix for the applicable Software, Ingenix warrants that the Software will perform in accordance with the applicable documentation for the licensed release. If the Software fails to perform in accordance with the documentation, Customer shall notify Ingenix in writing, and Ingenix shall repair or replace the Software. If Ingenix is unable to repair or replace the Software, Ingenix will refund the license fees Customer paid

for such Software (if any), and the license to use such Software shall be deemed to be terminated. This warranty is void if Customer modifies the Software, Customer uses the Software in any manner which is not allowed under this Agreement, or Customer allows unauthorized persons to use the Software. Ingenix warrants that the Data, upon delivery to Customer, shall consist of an accurate copy of the data sets or databases described in the documentation for the Data. However, to the extent that the Data contains information Ingenix has received from third parties, Ingenix warrants only that the Data contains an accurate copy of the information which was delivered to Ingenix.

4.3   Except as expressly provided in this Agreement, INGENIX MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE, THE DATA, OR THE SERVICES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.4   Ingenix represents and warrants to Customer that:

(a)   the Software and the Data and any medium by which they are delivered to Customer does not contain any virus or any other contaminant or disabling devices including, but not limited to, codes, commands or instructions that may have the effect or be used to delete, damage or disable the Software, the Data, other software or Customer property, in a manner other than in accordance with this Agreement. This section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data;

(b)   all Software containing or calling on a calendar function including, without limitation, any function indexed to the CPU clock, and any function providing specific dates or days, or calculating spans of dates or days shall, as of January 1, 2000, record, store, process, provide and insert, true and accurate dates and calculations for dates including and following January 1, 2000. All Software will have no lesser functionality with respect to records containing dates after January 1, 2000 than with respect to dates prior to January 1, 2000; and

(c)   each of Ingenix's employees, agents and subcontractors assigned to perform any Services shall have the proper skill, training, and experience to perform the Services, that the Services will be performed in a competent and professional manner, and that its employees, agents and subcontractors will observe any working rules of Customer, while on Customer's premises.

5.   Work Product.

5.1   The parties recognize that the Services, the Data and Software are delivered as part of a dynamic and creative process and may result in the development of original works including, but not limited to, new software, analysis techniques and methodologies, reports and report formats. Such new works are proprietary to Ingenix and its licensors, who retain all copyrights and patent rights in such new works.

5.2   Ingenix retains all rights in and to the tools, utilities, standards, analysis techniques, methodologies, reports, report formats or software developed by Ingenix prior to or independent of the Services to be performed under this Agreement and utilized to provide the Services ("Ingenix Tools"). The Ingenix Tools are proprietary to Ingenix and its licensors, who retain all copyrights and patent rights in such Ingenix Tools.

5.3   Ingenix retains all rights in and Customer shall not own any work product Ingenix delivers to Customer in connection with the Software, the Data or the Services, unless otherwise specified in a Schedule.

6.   Limitation of Remedies and Indemnification.

Client #___ ___ by_____

6.1   Except as provided in any paragraph relating to indemnification or for any intentional infringement of the intellectual property rights of Ingenix, either party's liability to the other party for direct damages arising out of this Agreement shall not exceed the amount Customer has paid Ingenix under this Agreement in the year in which the cause of action rose. Under no circumstances will either party or the third party vendors of products embedded in the Software or Data be responsible under this Agreement for any indirect, incidental, special or consequential damages resulting from either party's performance or failure to perform under this Agreement, including, without limitation, the use of or inability to use the Services or the Software or the Data, any damage to equipment and any cost of recovering lost data or of reprogramming.

6.2   Ingenix agrees to defend Customer against and hold it harmless from all claims, damages and liabilities resulting from (a) a claim that any Software or Data owned by Ingenix infringes a United States patent or United States copyright; or (b) Ingenix's failure to perform under this Agreement; provided that Customer gives Ingenix prompt, written notice of any such claim, sole control of the defense and settlement of such claim, and all reasonable assistance to defend such claim. Customer shall not agree to settle the claim without Ingenix's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Ingenix shall have no obligations under this paragraph if such claims, damages and liabilities result from Customer's breach of this Agreement or Customer's unauthorized use of or modifications to the Software or Data. This indemnification provision shall not be deemed to waive or limit any other rights.

6.3   Customer agrees to defend Ingenix against and hold Ingenix harmless from all claims, damages and liabilities resulting from (a) the Data Sources' delivery of data to Ingenix; or (b) Customer's use of the Software or Data (except for claims which fall under paragraph 6.2 of this Agreement) or the results of the Services; or (c) Ingenix's access to or use of, on Customer's behalf, the data Customer or any Data Source supplies to Ingenix under this Agreement; or (d) use of Customer data by any third party to whom Customer has directed Ingenix to deliver such data; or (e) Customer's failure to perform under this Agreement; provided that Ingenix gives Customer prompt, written notice of any such claim, sole control of the defense and settlement of such claim, and all reasonable assistance to defend such claim. Ingenix shall not agree to settle the claim without Customer's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. This indemnification provision shall not be deemed to waive or limit any other rights.

7.   Confidentiality.

7.1   Each party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Ingenix's Confidential Information shall include, without limitation, the Data, business information, information regarding the Ingenix products, Software, Data, Services and documentation, reports generated by or for Ingenix, Ingenix's methods of database creation, Ingenix's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats, software tools for report creation, distribution and retrieval, and associated algorithms, tools, programs, software architecture and technology. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business and information regarding Customer's patients, providers, premiums and claims data.

7.2   Each party agrees that (a) it will use such information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement, (b) it will treat such information as confidential and proprietary, (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party, (d) it will take all reasonable precautions to protect the Confidential Information, and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's confidential and proprietary information as it takes to protect its own confidential and proprietary information. Customer is solely responsible for all use of confidential information by anyone who gains access to the Ingenix products under Customer's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the

other party's proprietary or confidential information which are held by that party or its employees, agents or contractors. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

7.3   If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's confidential or proprietary information, it shall promptly notify the other party prior to any disclosure and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief.

7.4   Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without the participation of individuals who have had access to the other party's confidential or proprietary information.

7.5   Each party agrees not to disclose or utilize individual patient or medical claim information in any way that would violate any physician-patient confidence or any state or federal laws or regulations.

8.   Term and Termination.

8.1   This Agreement commences as of the date set forth above. Unless earlier terminated as provided in this Agreement, this Agreement continues until the later of five years after the date of this Agreement, or the expiration of all Schedules to this Agreement. All sections of this Agreement (including the Schedules) relating to confidentiality, ownership of intellectual property, indemnification, or limitations of liability shall survive termination or expiration of this Agreement. Upon termination or expiration of this Agreement, Customer shall return all copies of all Software and Data and related user materials to Ingenix, within 30 days after termination.

8.2   If one party breaches any material provision of this Agreement, the non-breaching party may begin the process to terminate this Agreement by giving written notice of termination to the breaching party. If the breach is capable of being cured and is reasonably cured within 30 days after receipt of the notice, the termination shall not become effective. If the breach is not capable of being cured or is not reasonably cured within 30 days after receipt of the notice, the non-breaching party may terminate this Agreement by delivering a second notice to the breaching party, specifying a termination date not later than 90 days after the expiration of the cure period.

9.   General.

9.1   This Agreement constitutes the entire understanding between the parties and supersedes all proposals, communications and agreements between the parties relating to its subject matter. No amendment, change, or waiver of any provision of this Agreement will be binding unless in writing and signed by both parties. In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect.

9.2   Ingenix's relationship to Customer is that of an independent contractor. Neither party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of the other party.

9.3   This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts made and performed therein.

9.4   Customer may not assign or transfer this Agreement or any of the rights or licenses granted under it, without the prior, written consent of Ingenix, which shall not be unreasonably withheld. Any attempted

assignment without Ingenix's consent shall be void. Any assignment with Ingenix's consent does not release Customer from any of its obligations under this Agreement.

9.5   Any notices of termination relating to this Agreement shall be in writing and will be sent by certified United States mail, postage prepaid, return receipt requested, or by facsimile transmission or overnight courier service, addressed to the party as set forth above, or at a different address as a party has notified the other party in writing.

9.6   Neither Customer nor Ingenix will disclose the financial terms of this Agreement to any other party, except to a party's accountants, attorneys, consultants and agents, or as agreed by the parties or as compelled by court order.

9.7   The obligations of the parties under this Agreement (including all obligations of Ingenix relating to time limits and deadlines for implementation and updating under this Agreement, but excluding the obligation to make payments) shall be suspended to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), war, acts of God, fires, storms, accidents, governmental regulations, or any other cause whatsoever beyond a party's control.

9.8   Ingenix may include Customer's name on a listing of Ingenix's clients, provided that such listing does not state or imply that Customer endorses Ingenix or its services. Otherwise, neither party may advertise or promote itself using the name, service mark or description of the other party, without the written consent of the other party in the case of each such use.

9.9   During the duration of this Agreement, neither party shall directly solicit for employment any then-current employee of the other party directly involved in work under this Agreement. Generalized solicitations, such as jobpostings and newspaper advertisements, shall not be considered to be "soliciting" under this section. This provision does not apply to subsidiaries or affiliates of either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

INGENIX, INC.

BY:_____   BY:_____

TITLE:_____   TITLE:_____