

SOFTWARE LICENSE, SERVICES and SUPPORT AGREEMENT

The Recovery Platform

This agreement, including any schedules attached hereto (“Agreement”) made on date indicated on the Term and Signature Sheet (“Effective Date”) by and between The Recovery Platform, LLC a North Carolina limited liability company (“TRP”), located at 7211 Ogden Business Lane, #201, Wilmington, NC, 28411 and the Customer identified on the Term and Signature Page (“Customer”).

- A. TRP owns, or possesses a license to use, sell, distribute and sublicense, (i) certain computer software programs more particularly described as a program designed to organize and track treatment and compliance of Medication Assisted Treatment (MAT) patients (the “Software”), together with any updates or additions to the Software, and printed user information accompanying the Software, collectively known as the “System”.
- B. Customer desires to obtain a license to use the Software.
- C. This Agreement sets forth the terms and conditions upon which TRP will license the Software to Customer.

Terms and Conditions:

1. SOFTWARE LICENSE

1.1. Grant of License. Subject to compliance by Customer with the terms and conditions of this Agreement, TRP grants to Customer a nontransferable, non-assignable, non-sublicense-able, non-exclusive license (the “License”) to use the Software for areas as indicated on the Term and Signature Sheet.

Such License is for Customer’s use to the extent the Software is accessed through a web browser (“Web Portal Component”), which will allow Customer to use and access the Software remotely via the Internet, as set forth in this Section 1.1. Customer may use and access the Software on an unlimited number of Customer’s computers, including laptop computers and off-site computers, for use only by Customer employees, and independent contractors (referred to herein collectively as the “Customer Personnel”) or other third party (in each case, an “Authorized Third Party”) in the ordinary course of Customer’s operations.

1.2 Use of the Software.

- (a) The Software may be used by Customer to process clinical information related to providing Medication Assisted Treatment (MAT).
- (b) Notwithstanding the foregoing Section 1.2(a), Customer shall not (i) use the Software other than for Customer’s patients in the designated area; or (ii) except with TRP’s advance approval in writing, process, or permit to be processed through or on the Software, the data of any person other than Customer’s patients. Additionally, Customer shall not copy, create derivative works, reverse engineer, de-compile, disassemble, transmit or otherwise utilize the Software or database design in any way not delineated in this Agreement, nor shall Customer display the Software or database design to third parties except Customer Personnel without the prior express written permission of TRP.

1.3 Ownership. Subject to the License, all title, ownership and intellectual property rights in the Software, including without limitation, trade secrets and copyrights, shall remain in TRP and/or its third-party suppliers at all times. Customer acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with such rights of TRP with respect to the Software and further acknowledges that the Software is protected by United States copyright law and trade secret law and international treaty provisions, regardless of whether any notice of TRP’s copyright interests are contained or displayed therein. Customer may not remove, destroy or obscure the copyright, proprietary, confidential or trade secret notices contained in the Software or any copies thereof.

1.4 Modifications; Enhancements. TRP reserves the right, in the best interest of improving the Software, at TRP’s sole discretion, to make changes to the Software. During the Term of this Agreement and provided that Customer has not breached this Agreement in any way, TRP shall make available to Customer periodic “updates” to the current versions of the Software at no additional charge to Customer. An “Update” means a modification, correction, or enhancement to the Software only that is generally provided to all customers of the TRP Software as part of the TRP standard software support. The content of all such “updates”, as well as their frequency of release, are solely determined by TRP. Customer shall not in any way modify the Software except as may specifically be permitted in this Agreement. All such updates will be subject to the terms and conditions of this Agreement. Updates may require additional hardware and/or software to be purchased or licensed at Customer’s expense. At TRP’s sole discretion, TRP may also offer to Customer from time to

time, “new modules or products”, separate from routine updates, at an additional charge or fee. All improvements, updates, modifications or enhancements, whether made, created or developed by TRP or Customer, relating to the Software, and, whether or not conceived or made

under this Agreement, are and shall remain the property of TRP. Customer shall not in any way modify the Software except as specifically be permitted in this Agreement.

1.5 Access Functions. At Customer's option, the Software may be configured by Customer to enable access to Customer's data with password protection to enable the accessing party to view specific clinical information. Customer, and not TRP, is solely responsible for the distribution and safeguard of any such passwords and access protocols and for any acts or omissions of any party accessing the Software.

1.6 Third-Party Licenses. Customer acknowledges that use of the Software may require Customer to use certain third-party software ("Third Party Software"), and Customer acknowledges and agrees that it shall obtain the requisite consent to use such third-party software and pay any associated costs and that TRP is not required to obtain such consent with respect to Customer's use of the Software or pay any of such costs unless otherwise specified in this Agreement. Software support service will not include support for any Third-Party Software unless support for such software is indicated in this Agreement or in a Subsequent Order, and Customer is paying an applicable Software Support Fee for said Third Party Software and said Software Support Service will be rendered only to the extent necessary to operate TRP Software.

2. IMPLEMENTATION

2.1 Implementation. TRP shall provide access to the Software as described in this Agreement, by the date(s) noted in Term and Signature Sheet. Any interfaces to the Software described on the Term and Signature Sheet shall be delivered as specified on the Term and Signature Sheet, unless delayed by outside influences beyond TRP's control. Unless otherwise noted, Customer shall be responsible for the acquisition, operation and maintenance of all hardware and Third-Party Software required to access, use, and run the Software. TRP will provide access to the Software remotely. For the purposes of this Agreement, the "Implementation Date" shall mean the date that the Software is accessible to Customer.

3. FEES AND PAYMENTS

3.1 IMPLEMENTATION FEE. UPON EXECUTION OF THIS AGREEMENT, OR UPON EXPANDING USE OF TRP PRODUCTS TO ADDITIONAL AREAS, CUSTOMER SHALL PAY TRP THE APPLICABLE IMPLEMENTATION FEE, IMPLEMENTATION FEE OR DOWN PAYMENT SET FORTH ON THE TERM AND SIGNATURE SHEET. TRP SHALL NOT BE OBLIGATED TO COMMENCE WORK ON THE INITIAL OR ADDITIONAL IMPLEMENTATIONS UNTIL THE RELATED FEE HAS BEEN PAID.

3.2 LICENSE FEES. UPON EXECUTION OF THIS AGREEMENT, CUSTOMER AND TRP SHALL HAVE AGREED UPON PAYMENT TERMS WHICH INCLUDES TRAINING, MONTHLY LICENSE AND SUPPORT FEE, OR CAPITAL LICENSE FEE/ MAINTENANCE FEE, AS SET FORTH IN TERM AND SIGNATURE SHEET.

3.3 TRAVEL EXPENSES AND OTHER COSTS. CUSTOMER SHALL REIMBURSE TRP FOR ALL REASONABLE TRAVEL EXPENSES (AIRFARE, HOTEL, MEAL, RENTAL CAR, MILEAGE, TELEPHONE, AND OTHER RELATED EXPENSES), AND OTHER OUT-OF-POCKET COSTS INCURRED BY TRP, AND TRP'S EMPLOYEES OR AGENTS, OUTSIDE INITIAL IMPLEMENTATION, AND TRAINING PERIOD.

3.4 PAYMENT. With regard to the Software license and certain services, an Implementation Fee and License Fee, as set forth on Term and Signature Sheet or elsewhere in this Agreement, is due upon effective date of this Agreement. All payments are non-refundable, due in U.S. dollars and must be paid within thirty (30) days of receipt of the invoice. TRP SHALL INVOICE CUSTOMER ON THE FIRST DAY OF THE MONTH FOR ANY LICENSE OR SUPPORT FEES SPECIFIED IN THE TERM AND SIGNATURE SHEET. PAYMENTS FOR SUCH FEES INVOICED ARE DUE UPON RECEIPT. LATE FEES AND/OR LICENSE/SUPPORT DISRUPTIONS MAY APPLY FOR PAYMENTS NOT RECEIVED WITHIN 10 BUSINESS DAYS OF INVOICE.

4. TECHNICAL ASSISTANCE AND SUPPORT

4.1 SUPPORT SERVICES. TRP SHALL PROVIDE CUSTOMER WITH REMOTE SUPPORT SERVICES (THE "SUPPORT SERVICES") VIA TELEPHONE AT 910-534-4694 OR VIA E-MAIL AT INFO@THERECOVERYPLATFORM.COM. SUPPORT IS ONLY RELATED TO TRP'S SOFTWARE FUNCTIONALITY. TRP RESERVES THE RIGHT TO CHANGE THE SUPPORT SERVICES TELEPHONE NUMBER OR E-MAIL ADDRESS AFTER PROVIDING NOTICE TO CUSTOMER OF ANY SUCH CHANGE. SERVICES NOT COVERED AS PART OF THE SUPPORT POLICY SHALL BE INVOICED TO CUSTOMER AS ADDITIONAL SERVICES, PURSUANT TO SECTION 4.2. CUSTOMER SHALL ROUTE ALL TELEPHONE CALLS, E-MAILS AND OTHER COMMUNICATIONS REQUESTING SUPPORT SERVICES FROM TRP THROUGH NOT MORE THAN TWO (2) INDIVIDUAL TECHNICAL CONTACT PERSONS LOCATED AT SUCH CUSTOMER SITE.

4.2 ADDITIONAL SERVICES. EXCEPT TO THE EXTENT TRAINING OR CONSULTING SERVICES MAY BE INCIDENTAL TO TRP'S PERFORMANCE OF SERVICES PURSUANT TO SECTIONS 2.1 AND 4.1, AS DETAILED IN THE TERM AND SIGNATURE SHEET, THE FEES SET FORTH IN SECTION 3.2, DOES NOT INCLUDE ANY COSTS OF TRAINING OR CONSULTING SERVICES. UPON CUSTOMER'S REQUEST AND FOR AN ADDITIONAL CHARGE, TRP MAY PROVIDE ON-SITE (A) TRAINING SERVICES AND/OR CONSULT WITH CUSTOMER PERSONNEL IN THE USE AND OPERATION OF THE SOFTWARE; AND (B) CUSTOM INTEGRATION SERVICES. CHARGES FOR SUCH ADDITIONAL SERVICES SHALL BE AT TRP'S THEN STANDARD RATES, PLUS REASONABLE TRAVEL EXPENSES AND OTHER COSTS THAT MAY BE INCURRED BY TRP IN ADDITION TO TRP'S THEN STANDARD RATES. CUSTOMER SHALL BE RESPONSIBLE FOR MAKING ALL ADMINISTRATIVE AND LOGISTICAL ARRANGEMENTS RELATED TO TRP'S ADDITIONAL SERVICES, INCLUDING PROVIDING TRAINING FACILITIES, WORKSTATIONS, AND MATERIALS (OTHER THAN TRAINING MATERIALS) AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH. TRP WILL MAKE ALL REASONABLE EFFORTS TO PROVIDE SUCH REQUESTED TRAINING OR CONSULTING SERVICES AT TIMES AND LOCATIONS MUTUALLY SATISFACTORY TO THE PARTIES.

5. CONFIDENTIALITY.

5.1 Nondisclosure.

(a) Except as expressly provided in this Agreement, neither TRP nor Customer, without the prior written consent of the other, shall disclose to any third party (i) any information regarding the terms of this Agreement or exchanged in connection with the negotiation of this Agreement or regarding the transactions contemplated hereby, or (ii) any information regarding the actual or anticipated business or technology of the other party, in either case to the extent disclosed by the other party in connection with the transactions contemplated hereby or the performance by the other party of such party's obligations hereunder, including, without limitation, information regarding or which includes customers, patients, business practices, business prospects, financial condition, pricing policies, processes, technical data or specifications, source code (including all software design, architecture and processes), information obtained by disassembling, decompiling or reverse engineering the Software, or any other proprietary information (collectively, the "Proprietary Information").

(b) Notwithstanding the foregoing, each party may (i) disclose the Proprietary Information of the other party to such party's employees, directors, advisers, consultants, and representatives with a "need to know" and who agree to be subject to the confidentiality restrictions of this Section 5, (ii) disclose all or such portion of the Proprietary Information of the other party as such party shall be ordered to disclose to a judicial or administrative agency of competent jurisdiction or as otherwise required by law, provided that such party shall give the original disclosing party reasonable notice of such law or order and a timely opportunity to attempt to preclude or limit such production, (iii) disclose the terms of this Agreement to the extent necessary to comply with any applicable securities laws, and (iv) disclose the existence, general terms and the length of term of this Agreement to such party's current and prospective business partners and investors.

(c) The obligations in this Section 5 shall not apply to any information disclosed by either party to the other party hereunder to the extent that, and after such time as, such information (i) becomes publicly available other than by a breach of this Agreement, (ii) can be demonstrated to have been rightfully received by the non-disclosing party from a third party who is not under an obligation of confidentiality with respect thereto, (iii) can be demonstrated to have been independently developed by the non-disclosing party without access to or use of any of the Proprietary Information of the other party, or (iv) is known to the non-disclosing party at the time of disclosure, provided that the non-disclosing party shall have promptly delivered to the other party written notice of such prior knowledge.

(d) Each party agrees (except to the extent that such party has rights to such Proprietary Information in accordance with this Agreement) to (i) cease using the Proprietary Information of the other party upon the expiration or termination of this Agreement and (ii) promptly return to the other party all materials embodying the Proprietary Information of the other party upon the expiration or termination of this Agreement and, at any time prior thereto, promptly upon written request of the other party (except to the extent the non-disclosing party has rights to such Proprietary Information in accordance with this Agreement). Following the expiration or termination of this Agreement pursuant to Section 7 below, neither party shall retain any copy, in any form whatsoever, of the other party's Proprietary Information, including the Software.

5.2 Users. Customer shall use its best efforts to cause Customer Personnel and all other persons who are entitled to use or access the Software under Sections 1.1 and 1.2 to respect the obligations of Customer under this Section 5 and acknowledges that Customer shall be liable for any breach of Customer's obligations hereunder which is caused by Customer Personnel or any Authorized Third Party. Customer shall also use commercially reasonable efforts to require its Customer Personnel to respect the obligations of Customer under this Agreement and to comply with the terms of the License under this Agreement.

5.3 Privacy of Protected Health Information. TRP and Customer recognize and acknowledge that in order to conduct their mutual business, Customer may need to disclose to TRP protected health information ("PHI") for individual patients. PHI refers to any information, whether oral or recorded in any form, that is created or received by Customer and/or TRP, and which relates to the past, present or future physical or mental health or condition, treatment or payment of health care to an individual. It is understood and agreed by the parties that PHI is covered by various state and federal regulations, including the Health Insurance Portability and Accountability Act of 1996, 104 P.L. 191 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rules"). In connection with TRP's use and disclosure of PHI, TRP agrees that it will:

(a) Not use or further disclose PHI other than for the purpose for which it was provided or as permitted or required by law or by this Agreement;

(b) Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided in this Agreement without limiting the foregoing, TRP will (i) implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and

availability of "Electronic Protected Health Information" (as defined in 45 CFR 160.103) that TRP creates, receives, maintains, or transmits on behalf of Customer as required by Subpart C of 45 CFR 164; (ii) ensure that any agent, including a

subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information and (iii) report to Customer any security incident of which TRP becomes aware as required by the Privacy Rules;

(c) Report to Customer any use or disclosure of PHI that is not authorized by this Agreement, of which TRP becomes aware, as required by applicable law;

(d) Ensure that any agents, including a subcontractor, to whom TRP provides PHI received from, or created or received by TRP on behalf of Customer, agrees to the same restrictions and conditions that apply to TRP pursuant to this Agreement with respect to such information;

(e) Make available PHI in accordance with applicable law;

(f) Make available PHI for amendment and incorporate any amendments to PHI in accordance with applicable law;

(g) Make available the information required to provide an accounting of disclosures in accordance with applicable law;

(h) Make available to the Secretary of Health and Human Services TRP's internal practices, books, and records relating to the use and disclosure of PHI received from Customer for purposes of determining Customer's compliance with subpart A of Part 160 of Title 45 of the Code of Federal Regulations; and

(i) Upon termination of this Agreement, return or destroy all PHI received from Customer, or created or received by TRP on behalf of Customer, that TRP still maintains and retain no copies of such information; provided, however, that if such return or destruction is not feasible, TRP will extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5.4 Scope of Use and Disclosure by TRP of PHI.

(a) TRP shall be permitted to use and disclose PHI that is disclosed to it by Customer as necessary to perform TRP's obligations under this Agreement.

(b) Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, TRP may:

(i) use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of TRP;

(ii) disclose the PHI in its possession to a third party for the purpose of TRP's proper management and administration or to fulfill any legal responsibilities of TRP; provided, however, that the disclosures are required by law or TRP has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify TRP of any instances of which it becomes aware in which the confidentiality of the information has been breached;

(iii) aggregate the PHI with that of other Covered Entities (as defined in the Privacy Rules) for the purpose of providing Customer with data analyses relating to the health care operations of Customer. TRP may not disclose the aggregated PHI of Customer to another Covered Entity without the written authorization of Customer; and

(iv) de-identify any and all PHI created or received by TRP under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

5.5 Obligations of Customer. Customer agrees that:

(a) Customer has included, and will include, in the Customer's Notice of Privacy Practices required by the Privacy Rule that the Customer may disclose PHI for health care operations purposes.

(b) Customer has obtained, and will obtain, from individuals consents, authorizations and other permissions necessary or required by law applicable to Customer for TRP and Customer to fulfill their obligations under this Agreement.

(c) Customer shall promptly notify TRP in writing of any restrictions on the use and disclosure of PHI about individuals that Customer has agreed to that may affect TRP's ability to perform its obligations under this Agreement.

(d) Customer shall promptly notify TRP in writing of any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes or revocation may affect TRP's ability to perform its obligations under this Agreement.

6. INDEMNIFICATION.

6.1 Indemnification by Customer. Except with respect to claims covered by the Infringement Indemnity (as defined in Section 9.2), Customer agrees to indemnify and hold TRP harmless from any claims, suits, proceedings, losses, liabilities, damages, costs and expenses of any kind, incurred by, or asserted against, TRP, its members, agents, employees, successors and assigns, arising from or relating to (a) Customer's possession and use of the System and performance of services, (b) any breach of this Agreement by Customer (including, without limitation, any representation, warranty, or covenant of Customer hereunder), and/or (c) negligence, misrepresentation, or error or omission on the part of Customer or any employee, agent or representative of Customer. Without limiting the generality of the foregoing, Customer shall be solely responsible for, and shall indemnify and hold TRP harmless from, any claims based upon warranties, guarantees or representations made by Customer or Customer's employees or agents regarding TRP or the System which differ from or are inconsistent with those made by

TRP hereunder. TRP shall have the right to participate, at its expense, in the defense of any claim covered under this Section with counsel of its own choosing.

6.2 Indemnification with Respect to Medical Treatment/Diagnosis. Anything in this agreement to the contrary notwithstanding, Customer acknowledges and agrees that TRP is not engaged in the practice of medicine, and is not determining appropriate medical use of the Software and other TRP products and services that are, or may be, offered pursuant to this Agreement; all patient care decisions, including those arising from the analysis of images, are the responsibility of Customer. Customer shall defend, indemnify and hold forever harmless, TRP and its officers, agents, employees and third-party suppliers from and against all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorney fees, arising from any claim of malpractice, misdiagnosis, or any other medical treatment matter in connection with the use by Customer, Customer Personnel, or Authorized Third Parties, of the Software, and/or other TRP products and services supplied to Customer under this License Agreement

7. TERM/TERMINATION.

7.1 Term. The term (the "Term") of this Agreement shall commence as of the Effective Date and shall continue until the "Expiration Date," as such term is defined in The Term and Signature Page, unless this Agreement is terminated prior to the Expiration Date as provided herein

7.2 Termination by TRP. If Customer fails to comply with any of its obligations under this Agreement, TRP may terminate this Agreement and suspend or discontinue providing the Software and Support Services to Customer upon ten (10) days written notice and pursue any other remedy legally available to TRP. Upon termination, Customer shall immediately cease any use of the Software.

7.3 Termination by Customer. If TRP breaches any material term of this Agreement, Customer may provide TRP with written notice of the existence of an alleged material breach and afford TRP an opportunity to cure such breach within thirty (30) days following the date of such notice. If TRP fails to cure the breach within the aforementioned thirty-day period, Customer may terminate this Agreement upon providing written notice of termination to TRP, shall immediately cease any use of the Software, shall pay to TRP (without any offset) all amounts and liabilities accruing as of the date of termination, and shall have no further payment obligations to TRP.

7.4 Survival. The provisions of Sections 1.2(b), 1.4, 2.1, 3 (with respect to all Implementation Fees, License Fees, travel expenses and other costs then accrued), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination of this Agreement.

8. LIMITED WARRANTY.

8.1 Scope of Warranty. *TRP warrants to Customer that the Software, under normal use, will perform substantially in accordance with the purpose it is intended. Should the Software not so perform during the applicable warranty period, Customer's exclusive remedy and TRP's sole obligation under this warranty shall be that TRP shall use commercially reasonable efforts to correct the defect and if failing to do so, Customer may terminate this Agreement and if during the first 90 days following the first clinical use, shall be entitled to reimbursement of any and all amounts paid by Customer to TRP hereunder. Any use by Customer of the Software is at Customer's own risk. Notwithstanding the foregoing, this limited warranty does not apply (a) insofar as any Software is subjected to modification, misuse, neglect by Customer or its agents, accident or exposure to environmental conditions by Customer or its agents beyond those specified by TRP in such accompanying documentation; or (b) to claims resulting from acts or omissions caused by persons other than TRP or from products, material or software not provided by TRP.*

8.2 Disclaimer of Any Other Warranty. *EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.1 AND SECTION 9.2 HEREOF, THE SYSTEM WILL BE PROVIDED BY TRP ON AN "AS IS", "AS AVAILABLE" BASIS AND TRP DOES NOT WARRANT THAT ACCESS TO OR OPERATION THEREOF WILL BE ERROR-FREE. TRP AND EACH OF ITS THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SYSTEM, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1 IS THE ONLY WARRANTY GIVEN BY TRP WITH RESPECT TO THE SYSTEM. TRP MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OF ANY CAPTURED DATA. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DIAGNOSES, PROGNOSSES OR OTHER MEDICAL ADVICE RENDERED IN RELIANCE ON ANY "PROCEDURE" OR ANY COMPONENT OF THE SYSTEM.*

9. LIMITATION OF LIABILITY

9.1 Limited Liability. IN NO EVENT SHALL TRP OR ITS SUPPLIERS BE LIABLE FOR ANY COSTS OF SUBSTITUTE PRODUCTS, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE LICENSE OF, USE OF, OR INABILITY TO USE THE SYSTEM, EVEN IF TRP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT. EXCEPT WITH RESPECT TO CLAIMS COVERED BY THE INFRINGEMENT INDEMNITY, CLAIMS MADE PURSUANT TO THE WARRANTY PROVISIONS OF SECTION 8.1, AND CLAIMS OCCASIONED BY THE GROSS NEGLIGENCE OF TRP, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS, TRP'S CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE LICENSE OF TRP SOFTWARE. THE PROVISION OF SERVICES, AND THE USE OR PERFORMANCE OF SUCH SYSTEM OR SERVICES, SHALL NOT EXCEED IN THE AGGREGATE THE

LICENSE FEES PAID BY CUSTOMER DURING THE PRECEDING 6 MONTHS, PROVIDED THAT IN THE EVENT ANY SUCH CLAIM ARISES FROM TRP'S BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8.1, TRP SHALL ONLY BE OBLIGATED TO CORRECT THE DEFECT. THE LIMITATION IN THE PRECEDING SENTENCE SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.2 Infringement Claims. TRP warrants and represents that it owns, or possesses a license to use, sell, distribute and sublicense the Software and agrees to indemnify and hold Customer harmless from and against any and all loss, damage, claim and expense arising in connection with any claim of infringement relating to the Software made against Customer by any third party (the "Infringement Indemnity"), provided Customer provides TRP with immediate written notice of such claim and the exclusive right to control such defense. Customer shall have the right to participate, at its expense, in the defense of any claim made under the Infringement Indemnity with counsel of its own choosing. In no event shall Customer settle any such claim, lawsuit or proceeding without TRP's prior written consent. Without limiting in any way the foregoing provisions in this Section 9, if the Software becomes, or in the opinion of TRP is likely to become, the subject of a claim of copyright, patent or other intellectual property infringement, TRP shall have the right, in the sole discretion and at the option and expense of TRP, (i) to procure for Customer the right to continue using the Software, (ii) to replace or modify it with a non-infringing version of substantially equivalent function and performance, or (iii) reasonably failing the above, to refund to Customer the License Fees which Customer paid during the six (6) month period preceding any such claim of infringement (in which case this License shall terminate) and TRP shall have no further liability to any person in respect of such claim. Customer shall promptly notify TRP of any potential intellectual property infringement.

10. NOTICES

All notices and other communications hereunder by TRP and Customer shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails. Notice sent by U.S. mail shall be sent to the address for each party set forth below following such party's signature.

11. COMPLIANCE WITH LAW.

Customer and TRP shall handle, maintain, and use the System, including the Software and all Captured Data in compliance with all applicable federal, state, foreign and international laws and regulations, including (a) the applicable requirements of HIPAA, and (b) the protocols, rules, policies and other requirements of accrediting agencies, licensors and authorities that are applicable to the operation of Customer's organization and business.

12. TAXES.

Customer shall pay all sales, use, transfer or other taxes, license and registration fees, assessments, fines, penalties and similar charges, whether foreign, national, state, or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, including any such taxes, license and registration fees, assessments, fines, penalties and similar charges arising from or related to the ownership, possession or use of the Software during the Term of this Agreement or Customer's payment of the Implementation Fee and Subscription Fees as provided in Section 3 and the fees for the Support Services as provided in Section 4.

13. EXPORT RESTRICTIONS.

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT FROM THE UNITED STATES OF AMERICA OF THE SYSTEM OR INFORMATION ABOUT SUCH SYSTEM WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. CUSTOMER SHALL NOT EXPORT OR OTHERWISE PROVIDE THE SYSTEM DOCUMENTATION, OR INFORMATION ABOUT THE SYSTEM TO ANYONE NOT A CITIZEN OR LEGAL RESIDENT OF THE UNITED STATES WITHOUT THE CONSENT OF TRP AND COMPLIANCE WITH SUCH LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS.

14. RELATIONSHIP OF THE PARTIES.

It is understood that no agency, partnership, franchise, or joint venture relationship is created by this Agreement. Neither party shall have the right to act for the other in any manner or degree or to incur obligations or debts that will be binding on the other. Neither party will be responsible for any obligations or debts of the other. The only relationship between TRP and Customer is and shall be that of licensor/lessor--licensee/lessee (except as otherwise provided herein) in accordance with the terms and conditions set forth in this Agreement. Customer grants to TRP the right to include Customer's name on lists of selected customers which TRP may publish for marketing and other purposes from time to time.

15. GENERAL PROVISIONS.

15.1 Entire Agreement; Amendment. This Agreement, together with the schedules attached hereto, constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and cancels, terminates and supersedes all prior and contemporaneous written and oral understandings, agreements, proposals, promises, and representations of the parties with respect to any and all subject matter contained herein, including the terms of any prior or contemporaneous purchase orders relating hereto. This Agreement may not be modified, altered or amended except by a written instrument duly executed by both parties.

15.2 Excused Performance. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including but not limited to any act of God, the elements, earthquake, flood, fire, epidemic, riot, failure or delay in transportation or communication, strike, lockout, or any other act whether or not similar to the foregoing; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.

15.3 Assignment. TRP may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part. Upon any such assignment by TRP, the term "TRP" shall mean such third-party assignee, and TRP shall be released from its obligations hereunder to the extent such obligations are assigned to the third-party assignee. TRP shall have the right to assign this Agreement as collateral for any financing and Customer shall upon written request provide such subordination and estoppels certificates as TRP may reasonably request, in form and substance reasonably acceptable to Customer. Customer may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, whether voluntarily, by law, merger or otherwise only with the prior written consent of TRP, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns to the extent permitted by the foregoing.

15.4 Waiver. No right granted hereunder and no breach of any provision hereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have so waived. Any waiver of any right granted hereunder or of any breach of any provision hereof shall not constitute a waiver of any further or subsequent right or breach.

15.5 Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of North Carolina, without regard to principles of conflicts of laws. Each of TRP and Customer irrevocably consents to the exclusive jurisdiction of the courts of the State of North Carolina, or any federal court located in the State of North Carolina, in respect of any action, claim, or proceeding arising hereunder. The parties acknowledge and represent that the individuals signing this Agreement below are fully authorized to do so on their behalf. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The headings used in this Agreement are for convenience only and shall in no way affect the scope or construction of any provision hereof. Wherever the term "including" shall appear herein, it shall be deemed to mean "including without limitation."

15.6 Severability. If any provision of this Agreement is for any reasons held to be invalid, the remainder of the Agreement shall continue to be effective.

15.7 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

15.8 Marketing and Public Relations. TRP may, with the prior notification to Customer, market the existence of the Customer relationship as set forth below:

- (a) Listing the Customer as a client on the TRP web site, in press releases, and in other marketing materials.
- (b) Using Customer's logo in marketing materials
- (c) TRP agrees that no marketing material will include any information or material that could reasonably be construed to be Confidential Information as defined in Section 5 (Confidentiality).

End of Terms and Conditions; Balance of the page is intentionally blank. Terms and Signature lines are on Term Sheet.