Debtor 1   Curae Health, Inc.

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number   18-05665

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1:	Identify the Claim

1. Who is the current creditor?

MEDHOST of Tennessee, Inc.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

MEDHOST
Name

6550 Carothers Parkway, Ste 160
Number   Street

Franklin   TN   37067
City   State   ZIP Code

Contact phone   615-761-2267

Contact email   Bryan.MacKenzie@MEDHOST.com

Where should payments to the creditor be sent? (if different)

Name

Number   Street

City   State   ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

__ __

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____   Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? _____

6. **Do you have any number you use to identify the debtor?**

   ☑ No

   ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?**

   $_____2,858,204.88 *, **Does this amount include interest or other charges?**

   *plus fees and reimbursements under 11 U.S.C. §365(b)

   ☑ No

   ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

   Limit disclosing information that is entitled to privacy, such as health care information.

   Software License and Application Services Agreement

9. **Is all or part of the claim secured?**

   ☑ No

   ☐ Yes. The claim is secured by a lien on property.

   Nature of property:

   ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*

   ☐ Motor vehicle

   ☐ Other. Describe: _____

   Basis for perfection: _____

   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____

   Amount of the claim that is secured: $_____

   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%

   ☐ Fixed

   ☐ Variable

10. **Is this claim based on a lease?**

    ☑ No

    ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

    ☑ No

    ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No	
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Yes. *Check one:*	**Amount entitled to priority**
	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
	☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
	☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3:	**Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/14/2018
           MM / DD / YYYY

/s/ Thomas H. Forrester
_____
Signature

Print the name of the person who is completing and signing this claim:

Name	Thomas	H.	Forrester
	First name	Middle name	Last name
Title	Attorney		
Company	Gullett, Sanford, Robinson & Martin, PLLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	150 Third Ave South, Suite 1700		
	Number Street		
	Nashville	TN	37201
	City	State	ZIP Code
Contact phone	615-244-4994	Email	tforrester@gsrm.com

Totals by Entity		
MEDHOST of Tennessee, Inc.	MEDHOST Direct, Inc.	YourCareUniverse, Inc.
79,306.98	9,248.37	4,040.39
121,529.64	48,352.62	21,671.04
988,913.25	69,810.54	88,328.20
989,571.28	70,052.29	78,304.69
622,037.46	25,600.22	31,357.71
56,846.27	26,787.83	12,924.50
2,858,204.88	249,851.87	236,626.53

SOFTWARE LICENSE AND
APPLICATION SERVICES AGREEMENT

This **SOFTWARE LICENSE AND APPLICATION SERVICES AGREEMENT** (the "**Agreement**"), is made and entered into as of the last date signed below (the "**Effective Date**"), by and between **MEDHOST of Tennessee, Inc.**, a Tennessee corporation, with offices at 6550 Carothers Parkway, Suite 100, Franklin, TN 37067 ("**MEDHOST**"), and **Curae Health**, a Tennessee corporation, with offices at 121 Leinart Street, Clinton, TN 37716 ("**Company**").

WITNESSETH:

WHEREAS, MEDHOST provides certain proprietary software and Internet-based business application services for utilization by medical facilities in connection with the management of health care records and data, and, in addition, sells certain hardware necessary to operate such software; and

WHEREAS, subject to the terms and conditions contained in this Agreement, MEDHOST desires to license the use of its proprietary software listed on the initial Purchase Order(s) (defined herein) completed and signed by the parties (the "**Initial Purchase Order**"), and subsequent Purchase Order(s) completed and signed by the parties, and Company desires to obtain such license; and

WHEREAS, Company will close on the acquisition of Northwest Medical Center, Lakeland Community Hospital, and Russellville Hospital (together the "**Acquired Sites**") from LifePoint Hospitals, Inc. ("**LifePoint**"), a current MEDHOST customer with an agreement dated October 30, 2008, (the "**LifePoint Agreement**") which previously governed the license and use of the Software; and

WHEREAS, LifePoint agreed to transfer to Company its existing license of the MEDHOST Software (with the specific Software to be transferred specified in Exhibit C); and

WHEREAS, the parties acknowledge that the software licenses granted pursuant to the LifePoint Agreement for the Acquired Sites' use (as specified in Exhibit D) will be assigned to Company contemporaneously with the closing of Company's acquisition of the Acquired Sites,

WHEREAS, MEDHOST agrees to the assignment of the Software listed in Exhibit D and the Initial Purchase Order executed in connection with this Agreement will consequently only list the support and maintenance fees associated with such Software; and

WHEREAS, MEDHOST desires to provide and Company desires to obtain the Implementation Services (defined herein) as listed on the Initial Purchase Order completed and signed by the parties; and

WHEREAS, Company desires to use and obtain access to certain Internet-based application services provided by MEDHOST, and MEDHOST desires to offer such application services, on a non-exclusive basis, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the parties agree that the software, hardware and services will be installed, performed, provided for the benefit of, or accessed at the Company medical facilities identified on *Exhibit A* and as further set forth in applicable Purchase Order(s) (each a "**Licensed Site**," as further defined below).

WC - 839

NOW, THEREFORE, for and in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby covenant and agree as follows:

I. DEFINITIONS.

Capitalized terms used in this Agreement or in any Exhibit are defined either in the body of this Agreement or as follows:

A. "**Affiliate(s)**" means any entity directly, or indirectly through one or more intermediaries, controlled by, controlling or under common control with the designated party, and in the case of Company for which a hospital or medical facility is included as a Licensed Site in accordance with the terms of this Agreement.

B. "**Application Services**" means the services associated with certain Internet-based or remote-access software provided by MEDHOST for access and use by Company solely in connection with its internal business purposes at the Licensed Site and identified on applicable Purchase Order(s).

C. "**Company Data**" means: (i) with respect to the Application Services, all information generated by Company which is processed utilizing the Application Services; and (ii) with respect to the Software, all information generated by Company and stored on hardware purchased and maintained by Company.

D. "**Documentation**" means all operator and user manuals, training materials, guides, listings, specifications, and other materials prepared by MEDHOST for its general customer base for use by Company in conjunction with the Application Services or Software provided herein.

E. "**Go-Live**" means: (i) with respect to the Application Services, the date upon which the initial software application under the Application Services becomes available for access and use by Company in its operations; and (ii) with respect to the Software, the date on which any module defined in the applicable Purchase Order becomes available for access and use by Company in its operations.

F. "**Hardware**" shall mean the computer hardware listed and identified on Purchase Orders which shall be purchased directly from or through MEDHOST as a Reseller of certain third party manufacturers.

G. "**Implementation Services**" means the work performed by MEDHOST to implement and install the Software, Hardware, and Application Services. The specific Project Plan (as defined below) for the Company is subject to mutual agreement as set forth under Section VI (B). Additional Implementation Services may also be provided by MEDHOST to Company subject to the terms and conditions of this Agreement, provided that additional Purchase Order(s) are executed by the parties.

H. "**Intellectual Property Rights**" means, whether arising under U.S. Federal or State law or the laws of any other country or jurisdiction throughout the world, any and all now known or hereafter known tangible and intangible: (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights; (v) all other intellectual and industrial property rights (of every kind and nature and however designated, including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

I. "**Minimum Technical Standards**" means the technical standards identified at http://www.medhost.com/documents incorporated and at the MEDHOST Community website, which is herein by reference, setting forth the minimum specifications for certain equipment and other assets required to operate the Software and utilize the Application Services. MEDHOST reserves the right to modify the Minimum Technical Standards in its sole discretion from time to time in response to Software and Application Services upgrades, as well as changes in hardware, software, and/or telecommunications practices and standards.

J. "**Purchase Order**" means a document signed and mutually agreed upon between Company and MEDHOST which details certain Software, Hardware, Implementation Services and/or Application Services or other services to be provided to Company by MEDHOST under and subject to this Agreement.

K. "**Services**" means those additional services performed by MEDHOST as commissioned by Company pursuant to an executed Purchase Order and/or Statement of Work ("SOW").

L. "**Software**" means those certain proprietary software applications identified on the Initial Purchase Order, however branded, in connection with the identified Licensed Site, as they exist as of the Effective Date hereof, together with any and all subsequent updates made available by MEDHOST to and purchased by Company during the Term in accordance with this Agreement. Additional Software may also be provided for access and use by Company subject to the terms and conditions of this Agreement, provided that additional Purchase Order(s) are executed by the parties.

M. "**User**" means an employee, agent, or independent contractor of Company that has been authorized to use the Application Services.

II. PURCHASE PRICE AND PAYMENT TERMS.

A. Purchase Price. The parties agree to the price to be paid upon the terms set forth on the Initial Purchase Order(s) and as may be set forth in subsequent Purchase Order(s), as applicable. The prices listed hereunder will apply to and shall be paid for each Licensed Site for which the Company purchases Software or Application Services, as applicable. Prices may be increased as described below in this Section II and as otherwise set forth in this Agreement. All payments shall be made in U.S. Dollars within thirty (30) days after invoice date. MEDHOST reserves the right to add an interest charge not exceeding one percent (1%) per month, or the maximum amount allowed by applicable law, whichever is less, for failure to make payment within thirty (30) days after invoice date. Invoices will include the appropriate taxes (sales, excise, occupation, or like taxes) and recordation fees.

B. Timely Implementation. It is acknowledged by Company that Software and Application Services prices and the fees for Implementation Services and training set forth hereunder for Software modules and Application Services ordered for Licensed Sites are subject to change if not paid for in full by the Company within twelve (12) months from the Effective Date. If Company elects to delay the delivery of the Hardware, Software, or Application Services or if delivery is otherwise delayed beyond twelve (12) months from the Effective Date of the Agreement for any Licensed Site included hereunder as of the Effective Date or beyond twelve (12) months from the date a Licensed Site is added to the Agreement after the Effective Date or beyond twelve (12) months from the date of an applicable Purchase Order for a then-existing Licensed Site, as applicable, MEDHOST reserves the right to adjust the price of the Software, monthly software maintenance, Application Service Fee and any related Implementation Services provided, however, that to the extent such delay is caused solely by MEDHOST, the applicable twelve (12) month deadline shall be extended to cover such delay. Any Implementation Services contracted for, but not performed or completed according to this Agreement, are non-refundable and will be deemed completed and MEDHOST's obligations regarding the same fulfilled (including, without limitation, for purposes

of Company's payment obligations hereunder and commencement of charges for monthly maintenance and Application Service Fees) after twelve (12) months from the Effective Date for any Licensed Site included hereunder as of the Effective Date or twelve (12) months from the date a Licensed Site is added to the Agreement thereafter or twelve (12) months from the date of an applicable Purchase Order for a then-existing Licensed Site, as applicable (each a "Completion Period"), except to the extent MEDHOST is solely at fault for completion of any such installation and/or implementation later than such date. In such event, and only for the applicable Installation or Implementation Services delayed in such manner, the applicable Completion Period shall be extended for a period of time to reflect the length of any such delay caused solely by MEDHOST. Any installation and/or implementation-related services provided after the Completion Period shall be at an additional cost and at MEDHOST's then current rates.

III. SOFTWARE LICENSE GRANT AND TRANSFER.

A. Grant of License. Subject to the terms and conditions of this Agreement, including without limitation the restrictions on use contained in Section IX (E), MEDHOST hereby grants Company a perpetual, nontransferable, non-sublicenseable, and nonexclusive license to use the Software identified on the Initial Purchase Order solely for installation at and in connection with the internal business purposes of the applicable Licensed Site. Additional Software modules may be licensed under this Agreement through additional Purchase Orders executed by the parties and subject to such fees and payment terms as set forth in such Purchase Order. The non-refundable license fee ("License Fee") for the Software shall be identified on the Initial Purchase Order (or applicable Purchase Order), as well as any Implementation Fees (as defined below) and Software Maintenance Fees (as defined below) associated therewith.

B. Additional Licensed Sites. From time to time, one or more Licensed Sites may be added to *Exhibit A* by mutual agreement upon the completion and execution of a Purchase Order(s) in such form as provided to Company by MEDHOST (which shall include the tier size of the Licensed Site as set forth in *Exhibit A*) for such purposes. Any such addition of a Licensed Site shall be subject to the terms and conditions of this Agreement and such other terms as may be agreed upon between the parties by amendment to this Agreement. Company agrees to provide in a timely manner such information regarding each such site as reasonably requested by MEDHOST.

C. Affiliates. All rights granted under this Agreement to Company will extend to its Affiliates and references to Company shall include its Affiliates for the purpose of this Agreement. Company together with its Affiliates shall be referred to as "Company". Without limiting the generality of the foregoing, all limitations shall apply cumulatively in the aggregate across Company and its Affiliates together as a group, such that activity or events involving Company or any Affiliate will count against the limitation for that entity and for each other entity. Similarly, the obligations of MEDHOST hereunder apply to Company and its Affiliates collectively as a group. Company agrees it will be responsible for the activity of all Affiliates in connection with this Agreement, to the same extent as if Company itself were performing such activity, and shall cause each Affiliate to comply with and be subject to the terms and conditions of this Agreement and any Purchase Order executed in connection therewith.

D. Transfers. Company may transfer to another Licensed Site the rights hereunder to use all (but not less than all) of the Software or Application Services that is then licensed to a particular Licensed Site, and without any additional license fees due or payable for such right to transfer, but subject to other fees and costs hereunder, provided that the Transfer Form in such form attached as *Exhibit C* to this Agreement has been completed by Company and received by MEDHOST at least thirty (30) days prior to such transfer. For purposes of clarity, as a result of any transfer in accordance with the preceding sentence, the former Licensed Site shall be deemed to be deleted from and the

new Licensed Site shall be deemed added to *Exhibit A* and this Agreement as of the date of such transfer of rights.

E. <u>Divestitures</u>. In the event a third party (a "**Purchaser**") is to acquire all or substantially all of the assets of an Licensed Site (a "**Divested Site**"), and such Purchaser does not desire to acquire and/or Company does not desire to transfer to Purchaser the license of the Software or Application Services licensed by such Divested Site, then at least thirty (30) days prior to such transfer Company shall notify MEDHOST in writing of the identity of the Divested Site, Purchaser name and address and the date of such transfer of control. Company shall also provide such additional information as reasonably requested by MEDHOST. In addition:

1. MEDHOST agrees that Company may allow such Divested Site to continue to use the Software and Application Services, subject to the terms and conditions of this Agreement, for a transitional period of up to twelve (12) months from the date of transfer of control ("**Transition Period**"), which Transition Period may be extended upon prior written approval of the parties.

2. During the Transition Period, Company agrees that: (i) Company shall maintain full control over access to and use of the Software and Application Services; (ii) Company's Divested Site acquires no rights to the Software or Application Services except for the limited purpose of organizational transition activities; (iii) Company's obligations related to the Software, including without limitation Company's responsibility for payment of maintenance and support fees and Application Services Fees, shall remain unchanged; and (iv) Company shall ensure that the Divested Site complies with the terms and conditions of this Agreement and is responsible for all of the Divested Site's activities in connection with this Agreement, including without limitation its access and use of the Software, Application Services, and related services.

3. Upon the expiration of the Transition Period: (i) such Divested Site shall be deemed to be deleted from this Agreement as of the date of such expiration and its rights to use the Software and Application Services, and to receive related services hereunder shall terminate at such time; (ii) Company shall acknowledge in writing that such Divested Site's rights to use the Software and Application Services, and to receive the service hereunder have terminated and if requested by MEDHOST, Company shall procure from the Divested Site an acknowledgement of the same in a form reasonably acceptable to MEDHOST; (iii) Company shall have the right to transfer the use of the Software and Application Services to a different Licensed Site in accordance with Section III. D.; and (iv) Company's obligations hereunder related to such Software, including without limitation Company's responsibility for payment of maintenance and support fees and Application Services Fees, shall continue and remain unchanged. Provided however, Company may elect to suspend payment for maintenance and support fees and Application Services Fees for such Software commencing upon the expiration of the Transition Period until the right to use such Software or Application Services has been transferred to a different Licensed Site under item (iii) above, at which time all such maintenance and support fees and Application Services Fees that were suspended shall be due and payable in full to MEDHOST prior to such transfer. If Company makes such election, it shall provide written notice to MEDHOST requesting such suspension no later than such expiration of the Transition Period.

4. In the event a Purchaser desires to acquire the license of the Software and Application Services licensed by a Divested Site, then Company may elect to transfer such license and related maintenance and support services to Purchaser, subject to (i) Company providing written notice to MEDHOST at least thirty (30) days prior to such transfer of control, which shall identify the Divested Site and Purchaser and the date of such transfer of control, and

providing such other information as reasonably requested by MEDHOST; (ii) Purchaser paying MEDHOST a license transfer fee in the amount of $50,000 for each Divested Site; and (iii) Purchaser and MEDHOST signing a mutual, definitive agreement regarding Purchaser's license of such software and use of related services (including, without limitation, regarding license and other fees). Upon such transfer, the Licensed Site's rights to use the Software and Application Services and receive services under this Agreement shall terminate.

F.   Acquisitions. In the event Company acquires, by whatever means, all or substantially all of the operations of an existing MEDHOST customer, the Company may transfer a license of the Software utilized at such acquired MEDHOST customer to Company, in addition to the related support and maintenance services, on the same terms of this Agreement. MEDHOST agrees to waive the fee for transfer of such licenses. In the event Company acquires, by whatever means, all or substantially all of the operations of a non-existing MEDHOST customer, and Company has an existing license to utilize, the Company may transfer a license for use in the acquired facilities on the same terms of this Agreement. MEDHOST agrees to waive the fee for transfer of such licenses.

IV.   SERVICES PROVIDED.

A.   Application Services. Subject to the terms and conditions of this Agreement, including without limitation the restrictions on use contained in Section X (E), MEDHOST hereby grants Company a non-exclusive, non-transferable, non-sublicenseable right to have its Users access and use the Application Services for its internal business purposes for the applicable Licensed Site. Additional Application Services may be purchased by Company pursuant to the same terms and conditions contained herein through additional Purchase Orders executed by the parties. The non-refundable monthly Application Services fee (the "**Application Service Fee**") shall be identified on the Initial Purchase Order (or applicable Purchase Order), as well as any Implementation Fees (as defined below) associated therewith. Payment of the Application Service Fee shall commence on the Go-Live date or the Final Completion Date (as defined below) for the applicable Licensed Site, whichever occurs first, and continuing for a total of sixty (60) months ("**Initial Services Term**") for such site. For each month subsequent to the Go-Live date, Company shall pay the Application Service Fee no later than the fifteenth (15th) day of the preceding month. Upon expiration of the Initial Services Term, the Services Term shall automatically renew each year for successive one (1) year periods (each a "**Renewal Services Term**"), unless either of the parties hereto notifies the other in writing of its intent to terminate this Agreement, at least ninety (90) days prior to the end of the then existing Services Term, in which event this Agreement shall terminate upon expiration of the then existing Services Term. "**Services Term**" includes the Initial Services Term and all Renewal Services Term(s). The Application Service Fee includes updates and support services as described herein. In the event Company desires to add additional Licensed Site, the parties agree that the Application Service Fee and Initial Services Term for such additional sites shall be subject to mutual agreement by the parties as reflected on the associated Purchase Order. The parties further acknowledge that the Application Service Fee may include an early termination fee as indicated on the applicable Purchase Order if the Initial Services Term is terminated prior to the expiration of the Initial Service Term, which shall be subject to mutual agreement of the parties.

B.   Annual Fee Adjustment. At least sixty (60) days before each anniversary of the Effective Date, MEDHOST shall inform Company in writing of any change in the amount of the Application Service Fee to be charged hereunder beginning on such anniversary date. MEDHOST shall have the right to increase such fees upon at least sixty (60) days' written notice to Company, however, no such increase can be made more than once every twelve (12) months, and no more than five percent (5%) per annum.

C.   Implementation and Training Fees.

1. Implementation Services and training fees are not included in the Application Service Fees (see the applicable Purchase Order for Implementation Services amounts, if any, included in Application Service Fees) and will be billed in accordance with the applicable Purchase Order.

2. In the event Company delays Go-Live more than one (1) month beyond the Go-Live date mutually agreed upon between the parties for the applicable Licensed Site during the project planning process, then Company shall pay MEDHOST additional project management fees (in addition to all other fees due under this Agreement) of $1,500 per month for each month, and pro-rata portion thereof for each partial month, extended. Such fees are subject to increase by MEDHOST annually.

    Installation and Implementation Services and training for additional applications licensed within the first twelve (12) months from the Effective Date will be billed to Company based on a fixed fee agreed upon by Company and MEDHOST in writing, in advance, plus out-of-pocket expenses of MEDHOST. All Installation and Implementation Services under this Agreement associated with a particular Licensed Site shall be considered fully completed and MEDHOST's obligations regarding the same fulfilled (including, without limitation, for purposes of Company's payment obligations hereunder) no later than the date mutually agreed upon by the parties in the implementation plan, but no later than twelve (12) months from the Effective Date of this Agreement (the "**Final Completion Date**"), except to the extent MEDHOST is solely at fault for completion of any such installation and/or implementation later than such date. In such event, and only for the applicable Installation or Implementation Services delayed in such manner, the Final Completion Date shall be extended for a period of time to reflect the length of any such delay caused solely by MEDHOST. Any installation and/or implementation-related services provided after the Final Completion Date shall be at an additional cost and at MEDHOST's then current rates.

D. <u>Location of Services</u>. Company agrees that, for the purpose of calculating and assessing any and all state and local taxes, transactions relating to equipment sales and services provided on site shall be deemed to have occurred at the Licensed Site.

E. <u>Access</u>. Company shall have access to the Application Services via the telecommunications standards set forth in the Minimum Technical Standards. Company is solely responsible for obtaining and maintaining all telephone, computer hardware, software, internet service, dedicated transmission lines and all other equipment and utilities needed for access to and use of the Application Services, including without limitation as specified in the Minimum Technical Standards, and for all costs associated therewith. Company is also solely responsible for the delivery, accuracy and completeness of all Company Data provided or transmitted to MEDHOST, and MEDHOST assumes no responsibility therefor.

F. <u>Upgrades</u>. MEDHOST shall make available to Company all enhancements of the Application Services, when applicable, which MEDHOST makes generally available at no additional charge to its general customer base. MEDHOST acknowledges that federal and state government may mandate compliance by Company with various healthcare regulatory requirements, some of which may necessitate modifications to the Application Services. Therefore, MEDHOST will, to the extent technically feasible and commercially reasonable and within a reasonable period of time, modify the specific software capabilities of the Application Services in an effort to enable Company to comply with any such mandated federal and state government requirements. MEDHOST reserves the right to charge Company for additional function capabilities beyond that documented in the original Documentation; however, MEDHOST will exercise commercially reasonable efforts to minimize any such charges by proration between/among the number of

MEDHOST medical facilities actually contracting for the modifications at the time the fee is established.

G. Users. Company acknowledges and agrees to: (1) keep User names and passwords secure and confidential; (2) not permit unauthorized users to use authorized User accounts to access and use the Application Services; and (3) refrain from charging anyone for access to the Application Services, or any information therein. Further, Company acknowledges and agrees that it is responsible for any and all action taken through User accounts. Company agrees to notify MEDHOST immediately if Customer has reason to believe the security of any of Customer's User accounts has been compromised.

H. Service Level Agreement. MEDHOST agrees that the Application Services will be operable and available to materially perform the functions set forth in the Documentation twenty-four (24) hours per day, seven (7) days per week, subject to the terms further set forth in this Agreement. MEDHOST will provide ninety-nine percent (99%) uptime annually with the exception of unavoidable outages and unavailability of the Application Services from time to time for maintenance or upgrades. The parties acknowledge that MEDHOST will not be responsible for the unavailability of the Application Services due to telecommunications failures or other circumstances beyond MEDHOST's reasonable control, and such unavailability shall not constitute an event of default or be considered downtime for purposes of determining availability of the Application Services herein.

I. Back-up Storage. Once during each consecutive twenty-four (24) hour period, Company Data will be backed up and stored in a secure location. MEDHOST will maintain only one (1) copy of such back-up media.

J. Company Data. Company will be responsible to enter Company Data, as necessary, into a format compatible for utilization of the Application Services. Company shall be solely responsible for the accuracy of all Company Data and the completeness of Company Data, including but not limited to the characterization of the clinical treatments and the billing codes and billing amounts contained in Company Data, whether or not such data has been processed in connection with the Application Services, and shall indemnify, defend and hold harmless MEDHOST, its employees, representatives, officers, directors, and affiliates from and with respect to the same. Company acknowledges that input, formatting and transport of Company Data occurring during performance of the Application Services is subject to the likelihood of human errors, omissions, delays, and losses, including inadvertent loss of Company Data, that may give rise to loss or damage and that MEDHOST shall not be liable for any such errors, omissions, delays, or losses.

K. Information Technology Equipment. Company will in a timely manner acquire, install, maintain and upgrade at its cost all of its end user equipment and software as necessary for Company to utilize the Application Services provided herein, including but not limited to that set forth in the Documentation and Minimum Technical Standards.

L. Customer Support. Company shall provide accurate contact information to allow MEDHOST support staff to communicate with Company as needed. Company shall in a timely manner:

1. maintain a support staff capable of performing problem determinations prior to engaging MEDHOST's support services;

2. provide access to Internet support resources for its internal support organization;

3. provide e-mail capabilities to support personnel;

4. perform an annual support self-assessment to ensure all appropriate resources needed for supporting the Application Services are in place; and

5. comply with and fulfill its responsibilities identified at http://www.medhost.com/documents.html, MEDHOST Support Services Guidelines, incorporated herein by reference ("**MEDHOST Support Services Guidelines**").

V. HARDWARE PURCHASE PROVISIONS.

A. Purchase of Hardware. Company hereby purchases the Hardware subject to the terms of this Agreement.

B. Purchase Price. The purchase price for the Hardware will be designated on the Initial Purchase Order, or subsequent Purchase Order(s) with such pricing subject to mutual agreement between the parties, as applicable, and shall be paid pursuant to the terms of such Purchase Order. The purchase price may be adjusted for any Hardware in the Purchase Order not ordered within three (3) months from the Effective Date of this Agreement for the Initial Purchase Order or not ordered within three (3) months from the date of any subsequent Purchase Order hereunder, as applicable.

C. Failure to Pay. Failure to pay the full contract price of the Hardware prior to the installation thereof or any other term of default shall give MEDHOST the right, without liability, to peacefully repossess the Hardware, with or without notice, and to avail itself of any other legal remedy.

D. Third Party Warranties. Company understands and agrees that the Hardware carries certain manufacturer's warranties. Company shall avail itself of all such remedies available to Company under such warranties and shall make no claim upon MEDHOST for any defects in same, pursuant to the terms and conditions of the warranty limitations herein contained.

E. Specifications. MEDHOST reserves the right to modify the minimum required server specifications as the Company's computing workload increases because of growth in number of facilities, implementation of additional applications, release of new versions of Software, or other factors which increase the computing requirements of the server(s).

VI. IMPLEMENTATION AND TRAINING.

A. Project Management. Upon execution of this Agreement and any subsequent addition of Licensed Site(s) in accordance with the terms hereof, Company shall designate an appropriate senior member of its staff to serve as Company's project coordinator ("**CPC**"), and MEDHOST shall designate an appropriate Project Manager ("**PM**") to serve as its installation and coordination contact and representative.

B. Project Schedule. Company and MEDHOST shall mutually agree on a project plan ("**Project Plan**") to provide the Implementation Services for each Licensed Site to achieve the project milestones set forth in the applicable Purchase Order. Such Project Plan will identify each party's responsibilities and delivery timing for the work outlined therein, including major milestones around training and go-live dates.

C. Location. Installation, Implementation Services, and training may be performed either at Company site or MEDHOST site or a combination thereof. All on site visits will be scheduled in advance, outlining required Company staff. In the event Company cancels a scheduled on site visit with less than two (2) weeks' notice to MEDHOST, MEDHOST may bill $1,000 per cancelled MEDHOST employee plus related out-of-pocket expenses incurred and not refundable.

D. Company Facilities. Company is responsible, at its expense, for making the alterations to its facilities that are required to accommodate the installation of the Hardware, Software, and access to the Application Services, including the acquisition, installation and termination of necessary cabling, and the provision of adequate space and electrical sources as determined by MEDHOST. MEDHOST will assist Company in coordination of the installation of the Hardware, however, installation of the Hardware at the facilities provided at each Licensed Site is not, and shall not be

construed to be, a guarantee by MEDHOST that the location is suitable for the proper functioning of the Hardware.

E. Manuals. Written manuals for the operation of applicable Hardware shall be furnished to Company, as provided to MEDHOST by the manufacturer of each item of the Hardware.

F. Expenses. To the extent applicable, and unless otherwise specified, out-of-pocket expenses to deliver the Implementation Services, including per diems, will be invoiced in arrears for the month that they were incurred in accordance with MEDHOST's travel policy. Company will be invoiced for all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Out-of-pocket expenses will also include any fees incurred by MEDHOST to deliver the Implementation Services in a remote manner to Client, including, but not limited to, on-line meeting service fees and conference calls. All per diems will be billed at the then-current IRS reimbursement rate.

VII. SOFTWARE MAINTENANCE PROGRAM.

A. Term. Unless specified differently on the Purchase Order, the term of the Software Maintenance Program will commence at the earlier of (a) eight (8) months from the Effective Date of this Agreement or (b) the first application Go-Live of the Software under this Agreement, and will continue until terminated as provided herein. The initial term for the Software Maintenance Program shall be for sixty (60) months, and thereafter shall automatically renew each year for successive twelve (12) month periods unless either party notifies the other in writing of its intent to terminate this Agreement at least sixty (60) days prior to the end of the then existing term.

B. Fee. Maintenance fees shall be payable monthly, in advance, in accordance with the applicable Purchase Order. MEDHOST shall have the right to increase such fees upon sixty (60) days' written notice to Company, however, no more than once every twelve (12) months, and no more than six percent (6%) per annum.

C. Coverage. The Software Maintenance Program shall consist of the following:

1. At no additional cost, MEDHOST shall make available to Company all enhancements of the Software, when applicable, which MEDHOST makes generally available at no additional cost to its general customer base. MEDHOST acknowledges that federal and state government may mandate compliance by Company with various healthcare regulatory requirements, some of which may necessitate modifications to the Software. Therefore, MEDHOST will, to the extent technically feasible and commercially reasonable and within a reasonable period of time, modify the specific software capabilities of the Software in an effort to enable Company to comply with any such mandated federal and state government requirements. MEDHOST reserves the right to charge Company for additional function capabilities beyond that documented in the original Documentation Manuals, however, MEDHOST will exercise commercially reasonable efforts to minimize any such charges by proration between/among the number of MEDHOST hospitals actually contracting for the modifications at the time the fee is established. Any corrections or alterations to or new versions of the Software that MEDHOST shall provide under this Agreement shall be limited to the delivery of one (1) copy of such Software and Documentation per Licensed Site. Company may copy or print Documentation from the system for internal staff use only. Company agrees to install all Software improvement and modification releases no later than sixty (60) days after Company's receipt thereof or a mutually agreed upon time thereafter.

2. MEDHOST will correct or replace the Software and/or provide services necessary to remedy any programming error which is attributable to MEDHOST and which significantly affects the use of the Software. Such correction, replacement or services will be accomplished within a reasonable period of time after Company has identified and notified MEDHOST of any such error in accordance with MEDHOST's reporting procedures. Company agrees to provide MEDHOST with file data, as requested, and with sufficient support and test time on Company's computer system to duplicate the problem, and certify that the problem has been fixed.

3. If the problems originate in Company's computer network or in software not covered by this Article or result from modifications to the Software made by anyone other than MEDHOST, MEDHOST's responsibility shall be limited to providing assistance and advice to enable Company to determine appropriate remedial action to be taken by Company or authorized personnel (not by MEDHOST) to resolve such problems.

4. In as much as software maintenance is related to Hardware, support fees per the applicable Purchase Order(s) are based on Company's acquisition of central server hardware from MEDHOST. MEDHOST reserves the right to alter fees for the software maintenance program if Company acquires the central server hardware from a third party service.

D. Termination.

1. The Software Maintenance Program shall immediately terminate upon the termination of the Agreement hereunder.

2. Migration of the Software to another computer, except as provided in Section X (E) (3), by any third party shall immediately terminate the Software Maintenance Program.

3. The Software Maintenance Program may be terminated by the non-breaching party upon thirty (30) days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

   - Following termination of the Software Maintenance Program, MEDHOST shall invoice Company for all accrued fees and charges and all reimbursable expenses, and Company shall pay the invoiced amount immediately upon receipt of such invoice.

4. Termination of the Software Maintenance Program shall immediately terminate the Agreement hereunder.

E. Additional Charges. Corrections for difficulties or defects traceable to Company errors or modifications or system changes will be billed at MEDHOST's then-current standard time and materials rates. The rate for modifications, enhancement or other Company-requested changes to the Software will be the then current published programming rate.

F. Out-of-pocket Expenses. To the extent applicable, and unless otherwise specified, out-of-pocket expenses to deliver the Software Maintenance, including per diems, will be invoiced in arrears for the month that they were incurred in accordance with MEDHOST's travel policy. Company will be invoiced for all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Out-of-pocket expenses will also include any fees incurred by MEDHOST to deliver the Software Maintenance in a remote manner to Client, including, but not limited to, on-line meeting service fees and conference calls. All per diems will be billed at the then-current IRS reimbursement rate.

VIII.   THIRD PARTY TERMS AND CONDITIONS.

A.   <u>Third Party Fees</u>. Third party fees are due from Company upon signing this Agreement and/or on a monthly or other applicable basis, in accordance with their applicable terms. Use of any software, product or service in connection with the Software or Application Services that is subject to license or purchase by Company from a third party, and the rights and obligations in connection therewith, shall be governed by the applicable terms and conditions of such third party. Third party terms and conditions for products provided through MEDHOST are provided at http://www.medhost.com/documents or shall be attached to the applicable Purchase Order. Such terms and conditions are exclusively between Company and such third party and MEDHOST has no liability or responsibility with respect to such software, product or service and Company releases MEDHOST from all liability and responsibility with respect thereto. Such third party software or product provided by MEDHOST, if any, and the fees therefor are set forth on the applicable Purchase Order incorporated herein by reference. In the event any such third party terms and conditions are attached hereto, Company agrees to execute the same upon execution of this Agreement. Company further acknowledges and agrees that any third party software, product or service provided hereunder may be terminated by MEDHOST upon termination or expiration of the applicable agreement between MEDHOST and such third party.

B.   <u>AMA Content</u>. Any AMA Editorial Content (as defined in *Exhibit B*) that may be provided by MEDHOST hereunder in connection with the Application Services or Software shall be subject to the additional required terms set forth in *Exhibit B*, attached hereto and incorporated by reference herein.

C.   <u>Payment Terms</u>. All third party fees and charges billed to Company are due within thirty (30) days of the invoice date unless otherwise indicated on a Purchase Order.

IX.   <u>TERMINATION</u>.

A.   <u>Termination</u>. The non-defaulting party shall have the right to terminate this Agreement, upon the occurrence of any of the following events:

1.   If the other party hereto defaults in the performance of any of its material obligations under this Agreement and such default remains uncured for thirty (30) days after its receipt of written notice specifying the nature of such breach. For purposes of nonpayment of any amount due from Company, a material breach includes, without limitation, failure to pay any amount when due.

2.   In the event MEDHOST's failure to perform under this Agreement is due to circumstances beyond MEDHOST's reasonable control, the time for MEDHOST to cure such default under Section IX (A) (1) shall extend until such circumstances have been resolved and for a period of ten (10) days thereafter.

3.   In the event that Company defaults in the payment of any amounts owed, or the performance of any obligations, under any other agreement between MEDHOST or any of its Affiliates and Company, then this Agreement shall be in default and MEDHOST may exercise all rights and remedies provided herein.

4.   Upon Company's violation of its confidentiality obligations or MEDHOST's Intellectual Property Rights, MEDHOST may terminate this Agreement upon five (5) days' notice to Company.

B. <u>Automatic Termination</u>. This Agreement will terminate automatically, without notice:

1. upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings, or any other proceedings for the settlement of its debts and such proceeding is not dismissed within sixty (60) days of it being filed;

2. upon either party making an assignment for the benefit of creditors; or

3. upon either party's dissolution or liquidation.

C. <u>Effect of Termination</u>. Upon termination or expiration of this Agreement, other than as a result of breach of this Agreement by Company under Section IX(A), Company shall have the right to continue using the Software provided prior to such termination or expiration and subject to Section III and the terms of this Agreement. Notwithstanding any provision to the contrary herein: (i) Company's continued use of the Software after termination of the Software Maintenance Program is at Company's sole risk, Company is responsible for any and all damages, billing and other errors caused by such continued use, and Company shall no longer be entitled to receive any modifications, updates or later versions of the Software; and (ii) Company hereby agrees to indemnify, defend and hold harmless MEDHOST and its affiliates, and their respective directors, officers, employees and agents, from and against any and all claims, damages, judgments, settlements, penalties, costs and expenses (including reasonable attorney's fees) paid or incurred in connection with any claim that the Software as used by Company after the termination or expiration of the Software Maintenance program hereunder, caused any personal injury, death, property damage, or errors in billing, accounting or other data manipulation, or any other liability or damages of any nature. Upon termination or expiration of this Agreement, Company shall have no further right to make use of the Application Services in any manner whatsoever and shall immediately cease and desist from any use (whether for production or archival purposes) unless otherwise expressly authorized in writing by MEDHOST.

X. PROPRIETARY RIGHTS.

A. <u>Company Rights</u>. All Company Data is and shall remain the sole property of Company.

B. <u>MEDHOST Rights</u>.

1. The Documentation, Software, and any software owned or controlled by MEDHOST utilized in connection with the Application Services hereunder shall remain the sole and exclusive property of MEDHOST, and MEDHOST claims and reserves all Intellectual Property Rights and other rights it has or may have therein, notwithstanding the grant of the limited license herein. MEDHOST shall maintain the software owned or controlled by MEDHOST utilized in connection with the Application Services hereunder on MEDHOST's computer systems and server and MEDHOST shall maintain control over and possession of all components therein.

2. Company recognizes and acknowledges that the Software, Application Services and the Documentation and any other materials and services supplied by MEDHOST to Company are subject to the proprietary rights of MEDHOST and its suppliers and licensors, as applicable. Company agrees that all such property and all information or data supplied by MEDHOST are the valuable property of MEDHOST and its suppliers and licensors, as applicable, that MEDHOST and its suppliers and licensors, as applicable, claim Intellectual Property Rights in such property, and such property is protected by civil and criminal laws. Use and disclosure of such materials shall be permissible only with MEDHOST's written permission.

3. Any and all rights not specifically granted herein to Company are expressly reserved by MEDHOST and its suppliers and licensors, as applicable, including without limitation all

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patent, copyright, trade secret, trade name, trademark and other proprietary rights related to the Software, Application Services and/or Documentation, which are protected under United States and individual state intellectual property laws and international treaty provisions. Company acknowledges and agrees that MEDHOST's and its applicable suppliers' and licensors' retention of contractual and Intellectual Property Rights is an essential part of this Agreement.

C. Special Remedies. If Company attempts to use, copy, license or convey any of the Software, Application Services or software owned or controlled by MEDHOST utilized in connection with the Application Services hereunder or Documentation in any manner other than expressly permitted under this Agreement, then MEDHOST shall have, in addition to any other remedies available to it under applicable State or Federal laws or otherwise, the right to injunctive relief enjoining such action and/or other equitable relief. Company acknowledges and agrees that all other remedies are inadequate.

D. Ownership of Improvements or Suggestions. Company agrees that MEDHOST owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and Application Services, including for the avoidance of doubt (and unless otherwise set forth in an SOW) any Work Product (defined below) requested by Company that is a suggestion, modification or improvement of or to the Software or Application Services implemented by MEDHOST. Company agrees that, except as otherwise set forth in a SOW, MEDHOST owns all right, title, or interest in or to any work product, documentation, or reports that are modifications to or derivative works of the Software or Application Services that result from or are developed by MEDHOST, or jointly by Company and MEDHOST, in connection with this Agreement or any professional services, including without limitation, any technical documentation, tangible materials, documents, protocols, policies, procedures, data methods, operations, formulas, computer programs, source code, software, patents, copyrights, trade secrets, methodology, ideas, concepts, know-how, techniques or other intellectual property, regardless of the stage of completion (the "**Work Product**"). MEDHOST and Company may expressly agree, before the creation of a particular item of Work Product, in a written and mutually executed SOW or other agreement, that Company shall have or obtain ownership of such particular item of Work Product, in which case the rights in such item of Work Product shall be as set forth in such SOW or agreement; provided, however, that the intent for Company to have or obtain ownership must be expressly stated in the agreement (and, for clarity, the parties agree that reference to development in accordance with Company's instructions shall not be sufficient). In the event that by operation of law or otherwise, Company or any Affiliate may have or claim any right, title, or interest in any Work Product, other than Work Product that the parties have agreed in a SOW or agreement in compliance with this Section is to be owned by Company, Company hereby assigns to MEDHOST, and shall cause the effective assignment to MEDHOST of all such right, title, and interest, and shall take all such steps as MEDHOST shall reasonably request (including the procurement and execution of assignments and other documents) to effect, enable, confirm, or record such assignment, all at MEDHOST's sole expense.

E. Restrictions of Use. The Software, Application Services and other items supplied by MEDHOST hereunder are for sole use of Company for access only from and for the applicable Licensed Site unless otherwise agreed by MEDHOST in writing. Company shall not use Software or Application Services in service bureau, network time-sharing, multiple CPU, or a multisite arrangements.

1. Company shall use the Software and Application Services only for the management of records and data of the applicable Licensed Sites as shown on *Exhibit A*, or as it may be amended from time to time according to this Agreement. Company may permit remote access to data and the placing and reviewing of orders by physicians affiliated or associated

with Company. Company is responsible for all access and use of the Software and Application Services provided hereunder.

2. Company agrees that while this license is in effect, or while it has custody or possession of any property of MEDHOST, it will not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the Software or Application Services in machine-readable form except for Company's own use; or (ii) create or attempt to create, or permit others to create or attempt to create by reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information made available under this license or otherwise (whether oral, written, tangible, or intangible).

3. The Software shall be used only on a single central processing unit or mainframe (the "**CPU**"). Use of the Software shall consist either of copying any portion of the Software from storage units or media into the CPU, or the processing of data with the Software, or both. All programs, documentation, and materials in machine-readable form supplied under this license shall be kept in a secure place, under access and use restrictions satisfactory to MEDHOST, and not less strict than those applied to Company's most valuable and sensitive programs. The Software may be temporarily transferred to another CPU while the specific CPU is undergoing repairs.

4. The Software may be copied in whole or in part for use by Company only for operations backup or archive purposes. These copies of all or any part of the original MEDHOST Software shall be marked with the copyright notice designated by MEDHOST along with a notice that the MEDHOST Software is proprietary and the property of MEDHOST, its agents or licensors. Company shall maintain records of the number and location of all copies and shall make these records available to MEDHOST.

F. Audit. To assist MEDHOST in the protection of its proprietary rights, Company shall permit representatives of MEDHOST to inspect at any reasonable time any location at which items supplied by MEDHOST hereunder are being used or kept by or under the authority of Company. All inspections shall be accomplished pursuant to applicable federal and state confidentiality and privacy laws and the confidentiality provisions of this Agreement.

XI. REPRESENTATIONS AND WARRANTIES OF COMPANY.

Company hereby represents, warrants and covenants to MEDHOST that:

A. Legal Capacity. (i) Company has all necessary legal capacity, right, power, and authority to enter into, execute, deliver, and be bound by this Agreement in accordance with its terms and conditions; (ii) the execution and delivery of this Agreement and performance by Company of the obligations under this Agreement does not breach and will not result in a breach or violation of any agreement, lien, security interest, or obligation to which Company is bound, nor any law, rule, or regulation, State or Federal, applicable to Company; (iii) the person or entity executing this Agreement or any applicable Purchase Order is expressly authorized to bind the Company and/or its Affiliates to the terms and conditions contained herein; and (iv) there is no demand, claim, suit, action, arbitration, or other proceeding pending or threatened that in any way jeopardizes the ability of Company to enter into this Agreement or to perform any of Company's obligations hereunder.

B. Maintenance. Company has and will maintain all hardware and software necessary to use the Application Services compatible with the standards set forth in the Minimum Technical Standards. Company represents and warrants that it will alter or upgrade its computer equipment and software as may be necessary to continue to be compatible with the Minimum Technical Standards during

the Term hereof. As a condition to the continuation of the Software Maintenance Program, Company will maintain its operating system at the level then currently supported by MEDHOST. Company also represents and agrees that it will comply with the hardware and additional requirements for software applications set forth in the Minimum Technical Standards.

XII. REPRESENTATIONS AND WARRANTIES OF MEDHOST.

MEDHOST represents, covenants, and warrants to Company as follows:

A. Application Services. During the Term of this Agreement, MEDHOST will provide and maintain the Application Services such that the Application Services materially perform according to the specifications set forth in the Documentation.

B. Software. As long as the Software Maintenance Program is in effect hereunder, MEDHOST warrants that the Software will substantially perform according to the specified current version of the Documentation, provided that Company is in compliance with applicable technical, hardware, implementation, installation and conversion requirements and specifications in connection with the Software. If Company notifies MEDHOST in writing of any errors in the Software, MEDHOST will correct the errors at no charge within a reasonable amount of time depending on the nature of errors, so long as Company's Software Maintenance Program is in effect.

C. Legal Capacity. (i) MEDHOST has all necessary legal capacity, right, power, and authority to enter into, execute, deliver, and be bound by this Agreement to the extent allowed by law; (ii) the execution and delivery of this Agreement and performance by MEDHOST of the obligations under this Agreement does not breach and will not result in a breach or violation of any agreement, lien, security interest, or obligation to which MEDHOST is bound, nor any law, rule or regulation, State or Federal, applicable to MEDHOST; and (iii) there is no demand, claim, suit, action, arbitration, or other proceeding pending or threatened that in any way jeopardizes the ability of MEDHOST to enter this Agreement or to perform any of MEDHOST's obligations hereunder.

D. Necessary Rights. MEDHOST has all rights to the Application Services and owns or licenses the software necessary to perform under this Agreement.

XIII. LIMITATIONS ON MEDHOST'S WARRANTIES AND LIABILITY.

A. EXCEPT AS EXPRESSLY SET FORTH IN SECTION XII OF THIS AGREEMENT, MEDHOST MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. MEDHOST DOES NOT WARRANT THAT THE SOFTWARE OR APPLICATION SERVICES OR USE THEREOF OR ANY HARDWARE OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE APPLICATION SERVICES OR ANY HARDWARE OR THIRD PARTY SOFTWARE WILL MEET THE REQUIREMENTS OF COMPANY.

B. MEDHOST SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE OR THE APPLICATION SERVICES. IN NO EVENT SHALL MEDHOST HAVE OBLIGATIONS OR LIABILITIES FOR DAMAGES OTHER THAN ORDINARY MONETARY DAMAGES AND THE TOTAL ORDINARY MONETARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE APPLICATION SERVICES OR THE SOFTWARE SHALL NOT EXCEED THE AGGREGATE APPLICATION SERVICE FEES, LICENSE FEES, OR SOFTWARE MAINTENANCE FEES PAID BY COMPANY TO MEDHOST HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, EXCEPT IN CONNECTION WITH SERVICES PERFORMED

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BY MEDHOST FOR WHICH SUCH DAMAGES SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY COMPANY UNDER THE SOW DOCUMENTING SUCH SERVICES. IN NO EVENT SHALL MEDHOST'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT DAMAGES OF ANY KIND. NEITHER MEDHOST NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS OF COMPANY OR ANY THIRD PARTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED HEREIN ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

C. MEDHOST MAKES NO WARRANTIES WITH RESPECT TO THE HARDWARE. COMPANY ACKNOWLEDGES THAT THE MANUFACTURER'S WARRANTIES ON THE HARDWARE ARE PROVIDED TO COMPANY AS PART OF THIS AGREEMENT, TO THE EXTENT SUCH WARRANTIES CAN BE PASSED THROUGH TO COMPANY, AND COMPANY SHALL TAKE REASONABLE MEASURES TO CONFORM TO ALL REQUIREMENTS TO EFFECT AND ENFORCE MANUFACTURER'S WARRANTIES WITH RESPECT TO THE HARDWARE. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT MEDHOST MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIRD PARTY SOFTWARE PROVIDED ALONG WITH OR USED IN CONNECTION WITH THE MEDHOST SOFTWARE AND THAT COMPANY IS RESPONSIBLE FOR COMPLIANCE WITH THE APPLICABLE TERMS AND CONDITIONS OF SUCH THIRD PARTY IN CONNECTION WITH USE OF SUCH SOFTWARE.

D. IN NO EVENT SHALL MEDHOST OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF OR RELATED TO ANY LOSS OF COMPANY DATA, WHETHER CAUSED BY TRANSMISSION OF COMPANY DATA, ANY HARDWARE FUNCTION OR THE APPLICATION SERVICES, THE SOFTWARE INCORPORATED THEREIN, OR OTHERWISE.

E. NEITHER MEDHOST NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF COMPANY DATA AND/OR FOR THE CHARACTERIZATION OF ANY TREATMENT OR BILLING PROCEDURE OR CODE CONTAINED IN COMPANY DATA, WHETHER SUCH COMPANY DATA HAS BEEN PROCESSED BY THE APPLICATION SERVICES OR SOFTWARE OR OTHERWISE.

F. COMPANY ACKNOWLEDGES AND AGREES THAT THE APPLICATION SERVICES AND SOFTWARE ARE TO BE UTILIZED BY COMPANY, ITS STAFF, EMPLOYEES AND AUTHORIZED AGENTS TO ASSIST COMPANY IN CERTAIN OF COMPANY'S DATA PROCESSING ACTIVITIES AND ARE IN NO WAY INTENDED TO REPLACE THEIR PROFESSIONAL SKILL AND JUDGMENT AND THAT THEY DO NOT RELY ON MEDHOST OR ANY OF ITS LICENSORS OR SUPPLIERS FOR ANY PROFESSIONAL ADVICE. COMPANY AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE CARE OF ITS PATIENTS AND THAT THE USE OF THE APPLICATION SERVICES OR THE SOFTWARE FOR ANY PURPOSE RELATED TO SUCH CARE DOES NOT RELIEVE COMPANY OF SUCH RESPONSIBILITY AND SUCH USE CANNOT IN ANY WAY BE CONTROLLED BY MEDHOST. COMPANY IS RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ANY MEDICAL OR OTHER SIMILAR INFORMATION CONTAINED IN, ENTERED INTO, OR USED IN CONNECTION WITH THE SOFTWARE OR APPLICATION SERVICES.

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G. COMPANY ACKNOWLEDGES THAT IT HAS THE RIGHT TO SELECT PERSONNEL FOR TRAINING BY MEDHOST ON THE USE OF THE HARDWARE AND THE MEDHOST SOFTWARE AND THAT MEDHOST IS NOT LIABLE FOR ANY DAMAGES ARISING OUT OF ANY ALLEGATION BY COMPANY THAT MEDHOST IMPROPERLY PERFORMED ITS DUTIES UNDER ANY PORTION OF THIS AGREEMENT DEALING WITH TRAINING OF PERSONNEL, EXCEPT FOR ALLEGATIONS THAT MEDHOST FAILED TO CONDUCT ANY SPECIFIC TRAINING SESSIONS PROVIDED FOR UNDER THIS AGREEMENT.

H. COMPANY ACCEPTS ALL RESPONSIBILITY FOR DEVELOPMENT AND EXECUTION OF ADMINISTRATIVE PROCEDURES AND OTHER PRUDENT BUSINESS PRACTICES NECESSARY TO CONTROL AND MAINTAIN THE INTEGRITY OF COMPANY DATA.

XIV. CONFIDENTIAL INFORMATION.

A. Confidential Information. In the performance of this Agreement, each party may disclose to the other party certain "Confidential Information", which for purposes of this Agreement shall mean all nonpublic information revealed by or through the disclosing party to the recipient, including: (i) information marked or disclosed as confidential; (ii) information traditionally recognized as proprietary trade secrets; (iii) all forms and types of financial, business and economic information (including, without limitation, financial statements, business records and plans, technical and marketing data, trade information, customer lists and data, supplier information and marketing plans), whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, whether identified with the legend "CONFIDENTIAL." or not; and (iv) any information disclosed orally regarding the parties' business relationship. The terms of this Agreement shall also be considered Confidential Information of MEDHOST. Neither party will disclose or use the other party's Confidential information except for the sole purpose of performing this Agreement, and each party will keep confidential and safeguard such information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care.

B. Exceptions. Confidential Information will not include information that: (i) the receiving party can demonstrate by written records was already rightfully known to that party prior to its receipt from the disclosing party; (ii) is now, or becomes in the future, public knowledge through no fault, act or omission of the receiving party; (iii) is independently developed by the receiving party without any use of or reference to the disclosing party's Confidential Information; or (iv) is acquired by the receiving party from a third party having a legal right to so disclose without restriction on such disclosures. In addition, the receiving party may disclose Confidential information of the disclosing party to the extent required to be revealed by law, provided that written notice is given in advance to the disclosing party (if not prohibited by law) so that it can seek a protective order prior to being disclosed by the recipient. For the avoidance of doubt, MEDHOST shall be permitted to disclose Company's Confidential Information to MEDHOST's subcontractors performing services in connection with this Agreement solely to the extent such disclosure is reasonably necessary for such subcontractors to perform such services, and further provided that MEDHOST shall require such subcontractors to comply with confidentiality obligations no less protective of Company's Confidential Information than set forth in this Section XIV.

C. Return of Confidential Information. Upon expiration or termination of this Agreement, the party receiving Confidential Information will cease its use and upon request, within thirty (30) days, use commercially reasonable efforts to either (at the option of receiving party) return or destroy (and certify in a timely manner as to such destruction) all Confidential Information of the other party, including any copies thereof. Notwithstanding the foregoing, each party receiving Confidential

Information will be entitled to retain copies of Confidential Information to the extent required by law or regulation; provided, that for so long as a party retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information. The parties' obligations under this Section regarding Confidential Information shall survive the expiration or termination of this Agreement, until such information ceases to be confidential information or a protectable trade secret.

D. Remedies. Each party understands and agrees that money damages may not be a sufficient remedy for any breach of this Section by such party and that the other party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach. Such remedy may not be deemed to be the exclusive remedy for such party's breach of this Section, but may be in addition to all other remedies available at law or equity to the other party.

XV. INDEMNIFICATION.

A. Indemnification. Subject to the other terms and conditions set forth herein, MEDHOST agrees to defend Company, its employees, officers, directors and Affiliates at MEDHOST'S sole cost and indemnify Company (by paying for damages finally awarded against Company or any amounts payable in any settlement entered into in compliance with this Agreement) from and against any claims, demands, actions or proceedings by any unaffiliated third party alleging that the Software or Application Services as provided hereunder infringes or violates such third party's United States patent, copyright or trade secret rights; provided that, MEDHOST shall have no obligation with respect to any claims of infringement that arise from: (i) modifications to the Software or Application Services (other than by or on behalf of MEDHOST); (ii) combinations of the Software or Application Services with other software or products not provided or authorized by MEDHOST; (iii) any modifications to the Software or Application Services made at Company's request; (iv) any unauthorized use of the Software or Application Services by Company or otherwise under Company's account; or (v) claims based upon the combination, operation or use of the Software or Application Services with products not furnished by MEDHOST, when such combination is a part of any allegedly infringing process. To the extent a third-party claim of infringement arises from the activities set forth in the preceding sentence, Company agrees to indemnify, defend and hold harmless MEDHOST and its Affiliates, directors, officers, employees and agents, against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorney's fees) paid or incurred in connection therewith. MEDHOST reserves the right to modify the Software or Application Services to make them non-infringing, provided that such modified Software or Application Services provide substantially similar functionality and otherwise comply with the terms of this Agreement.

B. Process. The indemnities in this Section are contingent upon: (i) Company promptly notifying MEDHOST in writing of any claim which may give rise to a claim for indemnification (provided, however, that failure to provide such prompt notice to MEDHOST shall not affect indemnification obligations thereunder in the absence of actual prejudice to MEDHOST); (ii) MEDHOST being allowed to control the defense and settlement of such claim; and (iii) Company cooperating with all reasonable requests of MEDHOST (at MEDHOST's expense) in defending or settling a claim. Company shall have the right, as its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. MEDHOST may settle any such claim; provided, however, that no compromise or settlement of any claim admitting liability of, or imposing duties or restrictions upon Company may be effected without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

XVI. MISCELLANEOUS.

A. <u>Entire Agreement</u>. This Agreement, the Purchase Order(s) and Exhibits hereto represent the entire, complete and exclusive statement of the terms and the agreement between the parties, superseding any and all understandings, prior representations and agreements, whether oral or written, and all other communications relating to the subject matter of this Agreement. Company and MEDHOST each agree it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party signing this Agreement has the full authority to bind the principal. To the extent there is a conflict between the terms and conditions of this Agreement and those contained in a Purchase Order, the terms and conditions of this Agreement shall prevail. Neither MEDHOST's commencement of performance of Application Services nor delivery of the Software shall be deemed or construed as acceptance of Company's additional or different terms and conditions which may be contained in any document associated herewith.

B. <u>Notices</u>. All notices given under this Agreement shall be in writing and delivered by a nationally recognized delivery service or by prepaid certified mail, return receipt requested (which notice shall be deemed duly given and delivered five (5) days after deposit in U.S. certified mail), or hand delivered to the address of the recipient shown below. Either party may change its address by notice to the other party, given as provided below:

If to MEDHOST:

6550 Carothers Parkway, Suite 100
Franklin, TN 37067
Attn: President

With a copy to:

MEDHOST Legal Department
6550 Carothers Parkway, Suite 100
Franklin, TN 37067

If to Company:

Curae Health
121 Leinart Street
Clinton, TN 37716
Attn: _____

With a copy to:

_____
_____
Attn: _____

C. <u>Modification</u>. This Agreement may not be modified except by written amendment or modification executed by an authorized representative of each of MEDHOST and Company, except to the extent otherwise expressly set forth herein. No representative of MEDHOST has any authority to bind MEDHOST to any affirmation, representation or warranty other than the express terms of this Agreement and its amendments.

D. <u>Parties Bound</u>. This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

E. <u>Assignment</u>. Neither this Agreement nor any of the rights or obligations of either of the parties hereto may be assigned, transferred or sublicensed without the prior express written consent of the other party hereto. Any attempt by either party to assign any portion of this Agreement without the prior express written consent of the other party shall render such assignment voidable at the election of such other party; provided, however, that MEDHOST may assign this Agreement and its rights and obligations hereunder to (1) an Affiliate or (2) to any third party acquiring all or substantially all of the assets of MEDHOST or the MEDHOST assets to which this Agreement relates.

F. **Severability**. If any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be severed herefrom and the remaining provisions shall remain binding with the same effect as if such invalid or unenforceable provisions were deleted.

G. **Laws and Jurisdiction**. This Agreement, the rights and obligations of the parties hereunder, shall be governed by and in strict accordance with the laws of the State of Tennessee, without regard to its conflict of law rules. This Agreement and its subject matter have substantial contacts with Tennessee, and all actions, suits, or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Nashville, Tennessee. In any such action, suit or proceedings, such court shall have personal jurisdiction of all of the parties hereto, with Company specifically consenting to extraterritorial service of process for that purpose.

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.

H. **Inability to Perform**. MEDHOST shall not be liable for any failure to perform under this Agreement if that inability relates to the inability of MEDHOST to obtain materials, parts, or supplies through usual and regular sources or on a timely basis or if the inability relates to interruption of transportation, government regulation, labor disputes, strikes, war, fire, flood, accident, or any other reasonably unanticipated cause beyond MEDHOST's reasonable control that materially affects MEDHOST's ability to perform its responsibilities under this Agreement, including specifically telecommunications failures. MEDHOST agrees to notify Company promptly if such situation should arise.

I. **Future Functionality**. Company agrees that no purchase made under this Agreement, or any pricing offered in connection therewith, will ever be considered contingent on the delivery of any future functionality or features offered by MEDHOST, or dependent on any oral or written announcement made by MEDHOST concerning future functionality or features of MEDHOST offerings.

J. **Taxes**. The fees set forth herein are exclusive of all excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, are subject to an increase equal to the amount of any tax MEDHOST may be required to collect or pay upon the sale or delivery of services or items licensed or provided hereunder. If a certificate of exemption or similar document or proceeding is to be utilized in order to exempt the sale or license from sales or use tax liability, Company will obtain and pursue such certificate, document or proceeding and deliver satisfactory evidence thereof to MEDHOST. Company shall pay all taxes (however designated, levied, or based on the price or on the services or products sold or licensed or used under this Agreement, other than taxes based on MEDHOST's income) levied against Company or MEDHOST, immediately when due.

K. **Waiver**. No provision of this Agreement shall be deemed waived unless such waiver is contained in a written instrument signed by the party to be charged therewith. Should either party waive any individual default by the other party in writing, such waiver shall not be construed as a waiver of such party's rights upon subsequent defaults, whether or not similar.

L. **Independent Contractors**. The parties to this Agreement are independent contractors and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. The parties further specifically acknowledge, covenant and agree that Company at all times controls Company Data and Company, rather than MEDHOST, shall be solely responsible with respect to any coding,

request for reimbursement and/or submission to any Federal or State agency or any other third party in question in connection herewith and MEDHOST shall not be, nor function as, nor be deemed to be functioning as, a so-called "billing agency" or "healthcare clearing house" hereunder.

M. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The counterparts of this Agreement and all Purchaser Orders or other ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

N. Headings. The headings in this Agreement are for convenience and reference only and shall not be given any effect in the interpretation of this Agreement.

O. No Third Party Beneficiaries. Except for permitted assigns, no provisions of this Agreement, express or implied, creates, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement.

P. Survival. Sections I, II(C), V(D), IX(C), X, XI, XII (C & D), XIII, XIV and XVI shall survive the expiration or termination of this Agreement, as well as Company's payment obligations that accrue hereunder until paid by Company in accordance with the terms hereof.

Q. Business Associate Agreement. The parties shall sign a Business Associate Agreement contemporaneously with the execution of this Agreement. Such Business Associate Agreement shall govern the access, use and disclosure of Protected Health Information as defined therein and in accordance with its terms.

R. Publicity. MEDHOST or its Affiliates may issue a press release(s) regarding the Agreement with Company, subject to advance approval by Company but such approval not to be unreasonably withheld, and may also identify Company on their website(s) as a customer. Neither party shall otherwise use any of the other party's logos, trademarks, or written or verbal quotes in any public statements, advertisements, or promotional or marketing material relating to this Agreement without the express written consent of the other party (except to the extent of any disclosure required by applicable law, including without limitation securities laws).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Curae Health	MEDHOST of Tennessee, Inc.
By: _Tim S. Brown_	By: _Kenneth D. Misch_
Tim S. Brown (Jul 7, 2015)	Kenneth D. Misch (Jul 7, 2015)
Name: Tim S. Brown	Name: Kenneth D. Misch
Title: Senior VP of Finance and Ope	Title: CFO
Date: Jul 7, 2015	Date: Jul 7, 2015

EXHIBIT A
Licensed Site(s)

Northwest Medical Center
1530 US Highway 43
Winfield, AL, 35594

Lakeland Community Hospital
42024 Highway 195 East
Haleyville, AL, 35565

Russellville Hospital
15155 Highway 43
Russellville, AL, 35653

EXHIBIT B
End User Terms and Conditions; License to AMA Editorial Content ("End User Terms and Conditions")

These additional Terms and Conditions relating to AMA Editorial Content/Current Procedural Terminology ("CPT") information that may be included in the Software are also entered under the license agreement (the "Agreement") between the MEDHOST customer ("End User") and MEDHOST for access and use of certain Software. To the extent of a conflict between these Terms and Conditions and the Agreement, these Terms and Conditions shall govern. These Terms and Conditions are subject to change in accordance with requirements of the AMA.

Grant of License. Pursuant to a CPT Distribution License Agreement between MEDHOST of Tennessee, Inc. ("MEDHOST") and the American Medical Association ("AMA"), MEDHOST hereby grants to End User a limited, non-exclusive, non-transferable, license to access and use within the United States and its territories, the AMA Editorial Content (as defined below) that may be included in the MEDHOST Software for which access and use is granted under the Agreement, for the sole purpose of its internal business use. The license has been provided pursuant to the fees paid by End User to MEDHOST under the Agreement between the parties and other applicable consideration. The license is limited to three (3) individuals for each authorized facility of End User. End User acknowledges and agrees that if it requires additional licenses, it is its responsibility to contact the AMA directly. CPT, as defined below, is copyrighted by the American Medical Association, and CPT is a registered trademark of the American Medical Association. Provision to End User of updated AMA Editorial Content in MEDHOST programs is dependent on a continual contractual relationship between MEDHOST and the AMA. These End User Terms and Conditions shall terminate in the event of default.

Restrictions. End User is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the MEDHOST programs containing AMA Editorial Content ("Licensed Products"), or a copy or portion thereof. End User agrees to take all necessary steps to ensure that anyone who has authorized access to the Licensed Products complies with the provisions of these End User Terms and Conditions. End User may only make copies of the Licensed Products for back up or archival purposes. End User shall ensure that all notices of proprietary rights, including trademark and copyright notices, shall appear on all such backed up or archived Licensed Products. In the event a provision of the End User Terms and Conditions is determined to violate any law or is unenforceable, the remainder of the End User Terms and Conditions shall remain in full force and effect.

AMA Disclaimer of Warranties and Liabilities. To the extent possible under applicable laws, the AMA Editorial Content as contained in the Licensed Products is provided "as is" without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data, or that it will meet End User's requirements. The AMA's sole responsibility is to make available to MEDHOST replacement copies of the AMA Editorial Content if the data is not intact. The AMA disclaims any liability for and consequences due to use, misuse, or interpretation of information contained or not contained in the AMA Editorial Content. In no event shall MEDHOST be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of such information or material.

U.S. Government Rights. This product includes CPT which is commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60654. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

Definitions. "AMA Editorial Content" means content from the print publication *Current Procedural Terminology. Fourth Edition* and the data file(s) of *Current Procedural Terminology* ("*CPT®*") including Tiers I, II, and/or III and the CPT® Change file, all as available from the AMA published by the AMA in the English language as used in the United States (collectively, "CPT"), a coding work of nomenclature and codes for reporting of healthcare services.

CONFIDENTIAL

EXHIBIT C
TRANSFER FORM

This Transfer Form is submitted by _____ ("XXXX") to MEDHOST of Tennessee, Inc. ("MEDHOST") pursuant to Section III.D. of the Software License and Application Services Agreement dated _____, 20__, between XXXX and MEDHOST (as amended, modified and supplemented from time to time, the "Agreement"). Capitalized terms used but not defined herein have the meanings given such terms in the Agreement.

In accordance with Section III.D. of the Agreement, transfers shall only be made to same or lower tier (as set forth in *Exhibit A* of the Agreement) Licensed Sites.

Effective _____, 20__ (the "Transfer Date"), XXXX desires to transfer its license to the applicable Software in accordance with and subject to the terms and conditions of the Agreement:

from the following Licensed Site ("Transferor Site"):

NAME
ADDRESS
CITY, STATE ZIP

AFFILIATED ENTITY:_____
BED SIZE: ━━━━━_____

to the following Licensed Site ("Transferee Site"):

NAME
ADDRESS
CITY, STATE ZIP
AFFILIATED ENTITY:_____
BED SIZE: ━━━━━_____.

As of such Transfer Date, the Transferor Site's rights to use any software or services under the Agreement are terminated. The undersigned representative of XXXX represents that he/she possesses all authority necessary to submit this Transfer Form on behalf of XXXX.

	RECEIPT ACKNOWLEDGED: MEDHOST OF TENNESSEE, INC.
XXXX	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

The undersigned Transferee Site hereby acknowledges, agrees and confirms that by its execution of this Transfer Form, effective as of the Transfer Date it will be deemed to be a party to the Agreement under which XXXX and certain of its Affiliates license certain Software from MEDHOST; and the undersigned Affiliate will have all of the rights and obligations under such Agreement as a XXXX Affiliate as if it had executed the Agreement. The undersigned Affiliate hereby ratifies and agrees to be bound by, all of the terms, provisions and conditions contained in the Agreement.

[NAME OF TRANSFEREE AFFILIATE]

By: _____
Title: _____
Date: _____

EXHIBIT D
Software Assigned from LifePoint Healthcare, Inc. to Company

Lakeland Community Hospital
1. Physician Documentation
2. Clinical View
3. Provider Orders - CPOE
4. Patient Care Documentation
5. EMAR – Electronic Medication Administration Record
6. Patient Scheduling including Outreach Scheduling
7. EDIS
8. Laboratory
9. Pharmacy
10. Radiology
11. Order Communications
12. Advanced Security
13. E-Archive
14. General Ledger
15. Patient Accounting
16. Business office Scanning
17. HIM – Health Information Management
18. HIM Scanning
19. 3M Encoder Interface
20. Contract Management
21. Referral Tracking
22. Secure Community Exchange – Community Mail
23. 2014 Edition ELR Standard Interface
24. 2014 Edition Consolidation CDA and Discharge Summary
25. Integrated Forms Package
26. Multi Facility Outreach Laboratory
27. Quarterly LMRP Updates
28. YourCareCommunity.com

Russellville Hospital
1. Physician Documentation
2. Clinical View
3. Provider Orders - CPOE
4. Patient Care Documentation
5. EMAR – Electronic Medication Administration Record
6. Patient Scheduling including Outreach Scheduling
7. EDIS
8. Laboratory
9. Pharmacy
10. Radiology
11. Order Communications
12. Advanced Security
13. E-Archive
14. General Ledger
15. Patient Accounting
16. Business office Scanning
17. HIM – Health Information Management

CONFIDENTIAL

18. HIM Scanning
19. 3M Encoder Interface
20. Contract Management
21. Referral Tracking
22. Secure Community Exchange – Community Mail
23. 2014 Edition ELR Standard Interface
24. 2014 Edition Consolidation CDA and Discharge Summary
25. Integrated Forms Package
26. Multi Facility Outreach Laboratory
27. Quarterly LMRP Updates
28. YourCareCommunity.com

Northwest Medical Center
1. Physician Documentation
2. Clinical View
3. Provider Orders - CPOE
4. Patient Care Documentation
5. EMAR – Electronic Medication Administration Record
6. Patient Scheduling including Outreach Scheduling
7. EDIS
8. Laboratory
9. Pharmacy
10. Radiology
11. Order Communications
12. Advanced Security
13. E-Archive
14. General Ledger
15. Digital Patient Record
16. Digital Patient Record Forms
17. Patient Accounting
18. Business office Scanning
19. HIM – Health Information Management
20. HIM Scanning
21. 3M Encoder Interface
22. Contract Management
23. Referral Tracking
24. Secure Community Exchange – Community Mail
25. 2014 Edition ELR Standard Interface
26. 2014 Edition Consolidation CDA and Discharge Summary
27. Integrated Forms Package
28. Multi Facility Outreach Laboratory
29. Quarterly LMRP Updates
30. YourCareCommunity.com

AMENDMENT #1
TO THE
SOFTWARE LICENSE AND APPLICATION SERVICES AGREEMENT

Between

MEDHOST OF TENNESSEE, INC.
And
CURAE HEALTH

This Amendment #1 ("Amendment") to the Agreement is made, entered into, and effective as of the last date signed below ("Effective Date") by and between **MEDHOST of Tennessee, Inc.,** whose address is 6550 Carothers Parkway, Suite 100, Franklin, Tennessee 37067 ("MEDHOST") and **Curae Health,** whose address is 121 Leinart Street, Clinton, TN 37716 ("Company").

RECITALS:

WHEREAS, MEDHOST and Company are parties to the original Software License and Application Services Agreement dated the 7th day of July, 2015 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to add two new sites to the list of Licensed Sites thereunder: Gilmore Memorial Hospital and Panola Medical Center.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions set forth below, and for good and valuable consideration, the parties hereto agree as follows:

1. The recitals set forth above are incorporated into and made part of this Amendment.

2. Unless defined herein, all capitalized terms used herein shall have the same meaning assigned to them in the Agreement, or corresponding amendments or addendum(s).

3. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A, which is made a part of and incorporated into the Agreement.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

5. The provisions outlined in the Agreement, as modified herein, shall remain in full force and effect in accordance with their terms. To the extent that any provision(s) of

1 of 3

the Agreement are inconsistent with the terms of this Amendment, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

CURAE HEALTH

By:_*Tim Brown*___ _____
<small>Tim Brown (Jul 13, 2017)</small>

Name:_ Tim Brown ___

Title:_ CFO _____

Date:_Jul 13, 2017

MEDHOST OF TENNESSEE, INC.

By:_*Kenneth D. Misch*_ _____
<small>Kenneth D. Misch (Jul 13, 2017)</small>

Name:_ Kenneth D. Misch ___

Title:_ CFO _____

Date:_Jul 13, 2017

EXHIBIT A
Licensed Site(s)

Northwest Medical Center
1530 US Highway 43
Winfield, AL, 35594

Lakeland Community Hospital
42024 Highway 195 East
Haleyville, AL, 35565

Russellville Hospital
15155 Highway 43
Russellville, AL, 35653

Gilmore Memorial Hospital
1105 Earl Frye Boulevard
Amory, MS 38821

Panola Medical Center
303 Medical Center Drive
Batesville, MS 38606

AMENDMENT #1
TO THE
SOFTWARE LICENSE AND APPLICATION SERVICES AGREEMENT

Between

MEDHOST OF TENNESSEE, INC.

And

CURAE HEALTH

This Amendment #1 ("Amendment") to the Agreement is made, entered into, and effective as of the last date signed below ("Effective Date") by and between **MEDHOST of Tennessee, Inc.,** whose address is 6550 Carothers Parkway, Suite 100, Franklin, Tennessee 37067 ("MEDHOST") and **Curae Health,** whose address is 121 Leinart Street, Clinton, TN 37716 ("Company").

RECITALS:

WHEREAS, MEDHOST and Company are parties to the original Software License and Application Services Agreement dated the 7th day of July, 2015 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to a new site, Merit Health Northwest Mississippi, to the list of Licensed Sites thereunder.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions set forth below, and for good and valuable consideration, the parties hereto agree as follows:

1. The recitals set forth above are incorporated into and made part of this Amendment.

2. Unless defined herein, all capitalized terms used herein shall have the same meaning assigned to them in the Agreement, or corresponding amendments or addendum(s).

3. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A, which is made a part of and incorporated into the Agreement.

4. This Amendment is contingent on Company acquiring the Merit Health Northwest Mississippi facility on or before November 30, 2017, and promptly notifying MEDHOST of such acquisition. If Company fails to acquire the Merit Health Northwest Mississippi site on or before November 30, 2017, this Amendment shall be null and void, and Merit Health Northwest Mississippi shall be deemed to be deleted from Exhibit A.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one

1 of 3

instrument. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

6. The provisions outlined in the Agreement, as modified herein, shall remain in full force and effect in accordance with their terms. To the extent that any provision(s) of the Agreement are inconsistent with the terms of this Amendment, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

CURAE HEALTH   **MEDHOST OF TENNESSEE, INC.**

By:_*Tim Brown*_   _____   By:_*Kenneth D. Misch*_   _____
 Tim Brown (Nov 1, 2017)   Kenneth D. Misch (Nov 1, 2017)

Name:_ Tim Brown   ___   Name:_ Kenneth D. Misch   ___

Title:_ CFO   _____   Title:_ CFO   _____

Date:_ Nov 1, 2017   Date:_ Nov 1, 2017

EXHIBIT A
Licensed Site(s)

Northwest Medical Center
1530 US Highway 43
Winfield, AL, 35594

Lakeland Community Hospital
42024 Highway 195 East
Haleyville, AL, 35565

Russellville Hospital
15155 Highway 43
Russellville, AL, 35653

Gilmore Memorial Hospital
1105 Earl Frye Boulevard
Amory, MS 38821

Panola Medical Center
303 Medical Center Drive
Batesville, MS 38606

Merit Health Clarksdale Northwest
1970 Hospital Drive
Clarksdale, MS 38614

MIDDLE DISTRICT OF TENNESSEE
Claims Register

3:18-bk-05665 Curae Health Inc.

Judge: Charles M Walker   **Chapter:** 11

Office: Nashville   **Last Date to file claims:** 01/21/2019

Trustee: **Last Date to file (Govt):**

Creditor: (6804805)	**Claim No: 138**	*Status:*
MEDHOST of Tennessee, Inc.	*Original Filed*	*Filed by:* CR
c/o Thomas H. Forrester, Esquire	*Date*: 12/14/2018	*Entered by:* THOMAS H.
150 Third Ave S, Suite 1700	*Original Entered*	FORRESTER
Nashville, TN 37201	*Date*: 12/14/2018	*Modified:*

Amount claimed: $2858204.88

History:

Details	138-1	12/14/2018 Claim #138 filed by MEDHOST of Tennessee, Inc., Amount claimed: $2858204.88 (FORRESTER, THOMAS)

Description: (138-1) Software License and Application Services Agreement

Remarks:

Claims Register Summary

Case Name: Curae Health Inc.
Case Number: 3:18-bk-05665
Chapter: 11
Date Filed: 08/24/2018
Total Number Of Claims: 1

Total Amount Claimed*	$2858204.88
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		