

Schedule B - Medical Technology Solutions End User Software License Agreement

This MTS Schedule – Software License Agreement (the “MTS Schedule”) is subject to the terms and conditions of the current Master Services Agreement entered into with HIT Consulting, LLC, d/b/a Keystone Technologies. The terms and conditions and definitions of the Master Services Agreement and the Services Order are incorporated herein by reference as if fully set forth herein. Client confirms that it understands that use of the MTS Products and Services is restricted to the Authorized Use Limitation stated below and any use beyond shall require a further order and payment by Client of an additional fee. The Master Agreement and this MTS Schedule is binding on Client with respect to Client’s use of or access to the MTS Products and Services as set forth below.

RECITALS

A. MTS is the owner of, or has acquired rights to, the Software and Documentation (as defined below).

B. MTS desires to grant to Client and Client desires to obtain from MTS a non-exclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Schedule.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use.

1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Client by MTS in connection with the Software.

1.3 "License Fee" shall mean payment made to MTS for non-exclusive use of the Software and Documentation.

1.4 "Software" shall mean the computer programs in executable form listed in the Service Order attached hereto and any subsequent error corrections or updates supplied to Client by MTS pursuant to this Schedule. The Service Order may be amended from time to time by the parties in writing.

2. Service Provided. MTS will provide technical services in accordance with the terms contained in the Service Order, this MTS Schedule, the Master Agreement and the Service Level Agreement (“SLA”).

MTS reserves the right to amend the SLA from time to time; provided that any amendment does not result in a material reduction of the SLA service levels.

All MTS Services, unless otherwise specified in the Service Order, are provided during normal business hours, between 8:00am – 5:00pm Client’s local time, excluding weekends and holidays observed by MTS. MTS Services provided outside normal business hours will be billed at 1.5 times the then Standard Rate

3. Term.

The initial term is stated in the Service Order (the "Initial Term"). The Initial Term shall commence upon the date this MTS Schedule is executed. All services and fees shall be prorated from the date of service.

Upon completion of the Initial Term in the Service Order, this Schedule will renew automatically (each a "Renewal Term") unless either Party notifies the other, in writing, not less than ninety (90) calendar days prior to the end of the Initial Term (or any subsequent Renewal Term, as applicable), that such Party wishes to terminate this Schedule.

4. GRANT OF RIGHTS

The License granted for Software under this Schedule authorizes Client on a non-exclusive basis to use the Software on the number of primary systems of Designated Equipment identified in the Service Order for the initial term of this Schedule. The license will automatically renew unless terminated by MTS or You. The Software shall be used only on such primary systems if they are operating properly. If any primary system is down, the Software may be used on a backup system for that primary system.

5. DELIVERY.

Software and Documentation. MTS shall deliver to Client a master copy of the Software licensed hereunder in executable form as well as Documentation, if any, in electronic files only.

6. MODIFICATIONS.

6.1 Error Corrections and Updates. Provided You are current in Your payments required under any MTS schedule, MTS will provide Client with error corrections, bug fixes, patches or other updates to the Software licensed hereunder to the extent available in accordance with MTSMTS' release schedule for such time as Client maintains the service agreement described in section 10.

6.2 Other Modifications. Client may, from time to time, request that MTS incorporate certain features, enhancements or modifications into the Software. MTS may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of MTS's Clients. You understand that Updates do not include additional modules and/or major enhancements for which MTS, in its sole discretion, charges a separate license or subscription fee

6.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or other modifications shall be the sole property of MTS.

7. COPIES.

7.1 Printed Matter. Except as specifically set forth herein, no Software or Documentation which is provided by MTS pursuant to this Schedule in human readable form, such as written or printed documents, shall be copied in whole or in part by Client without MTS's prior written agreement. Additional copies of printed materials may be obtained from MTS at the charges then in effect.

7.2 Machine Readable Matter. Except as specifically set forth herein, any Software provided in machine readable form may not be copied by Client in whole or in part, except for Client's backup or archive purposes. Client agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon MTS's request. Client further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form

and manner that such copyright and other proprietary notices are originally included on the Software.

8. LICENSE FEES AND PAYMENT.

8.1 License Fee. In consideration of the license rights granted in Article 2 above, Client shall pay the License Fees or other consideration for the Software and Documentation as set forth on Service Order attached hereto. All amounts payable hereunder by Client shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Unless otherwise indicated within the Service Order, monthly fees shall increase by 5% on January 1st of each calendar year

8.2 OUT-OF-SCOPE SERVICES. It is understood that any and all MTS Products and Services that fall outside the scope of this MTS Schedule will be billed at the then standard rate.

8.3 Taxes and Other Charges. Client shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software or Documentation hereunder, (ii) freight, insurance and installation charges, and (iii) import or export duties or like charges.

9. PROTECTION OF SOFTWARE.

9.1 Proprietary Notices. Client agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

9.2 No Reverse Engineering. Client agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

9.3 Ownership. Client further acknowledges that all copies of the Software in any form provided by MTS or made by Client and any derivative works and/or modifications to the Software are the sole property of MTS and/or its suppliers. Client shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Schedule, and further shall secure and protect all Software and Documentation consistent with maintenance of MTS's proprietary rights therein. This Schedule does not constitute a work-for-hire agreement.

9.4 Hardware. Any problems or issues dealing with the hardware, the operating system software and/or third-party software You provided are outside the scope of any maintenance services provided by MTS under this Schedule. You agree that any hardware and/or third-party software You independently purchase will be compatible with the Software in conjunction with the recommendations provided to you by MTS.

9.5 Interface. Interface purchased by You shall be set forth in the Service Order. You understand that development of a working interface may require programming, equipment or software to be provided by a third party vendor, who may also impose additional fees upon You. Should You or the third party vendor fail to cooperate with MTS in its development of the Interface(s), such failure shall not release You from making the full payment due MTS at Software Installation. MTS will not perform any modifications to the third party vendor's software and/or equipment.

9.6 Installation and Implementation. Both parties agree to reasonably cooperate to create a mutually acceptable implementation plan and to use commercially reasonable efforts to implement the Software in accordance with such plan. You understand that: (i) the hours and timelines set forth in any such implementation plan are estimates and may be subject to change and (ii) unless stated otherwise, any implementation Service hours for any Software are based on Your use of the Software with little or no modifications made by MTS. Neither party shall unreasonably delay installation and/or implementation of the Software.

9.7 Proprietary Protection. MTS and/or its third party suppliers have sole and exclusive ownership of all rights, title, and interest in and to the Software, User Materials and all other Confidential Information, subject only to the limited internal business use license expressly granted to You herein. This Schedule does not provide You with title or ownership of the Software or User Materials, but only a license for limited, internal use. This Schedule does not provide You with any title, interest or ownership in or any right to use MTS's name, trademarks or logo, or any goodwill now or hereafter associated therewith, all of which title, interest, ownership and goodwill is the property of and shall inure exclusively to the benefit of MTS. You may not use MTS's name, trademark, logo and/or any part of the Software in any marketing or other materials that will be distributed by You to third parties without MTS's prior written consent.

10. MAINTENANCE

10.1.1 Client agreed to purchase monthly Software Maintenance Service offered by Company as set forth in the The Service Order and agrees to pay the fee(s) listed in The Service Order. Software Maintenance Services shall begin 30 days from Software Installation or ninety (90) days after the Effective Date . Maintenance Services automatically renew for an additional one (1) year periods, at the then current rate, unless either party notifies the other with at least sixty (60) days prior notice of its intention not to renew the Maintenance Services. The initial fees Client will pay for any Maintenance Services are set forth in the Service Order and are due payable monthly .

If any Maintenance Service is terminated or lapses then, at MTSS's sole discretion, Client may reinstate such Service upon payment of both: (1) a lump-sum payment for any Maintenance Services fees retroactive to the date when such Maintenance Services were terminated or last paid in full and (2) \$1000 for each Software license. In addition to any reinstatement fees, Client will be separately

charged to bring Client up to the most current version of the Software (including data conversion and other services) and to correct any problems that may have arisen during the non-supported period.

10.2 Software Maintenance Services.

Provided Licensee is current with payments under any Agreement with Company, then Seller shall provide Licensee with the following Software Maintenance Services available pursuant to Seller's then current support policy:

- i. Updates. SELLER shall make available to Licensee as part of the subscription fees, any new release, version or patch of the Software that incorporates additional capabilities, enhancements and/or bug fixes to the Software - and, if any, its Documentation - in accordance with the standard policies of SELLER. Licensee agrees to promptly add all updates to the System. Licensee understands that Updates do not include additional modules or capabilities for which SELLER, in its sole discretion, charges a separate license fee to its customer base. Nothing contained herein, however, shall require SELLER to provide any particular enhancements unless otherwise expressly set forth in this Agreement.

ii. Telephone Support. MTS will provide Client with technical support to resolve issues arising from Client's internal use of the Software at substantially all times between 8:00am to 5:00pm, Client's local Time, each business day, Monday through Friday, excluding holidays.

iii. Exclusions. Software Maintenance Services do not include the following, and such services would be performed for Client at MTS's then current rate: (a) support or increase in support time due to a cause external to the Software adversely affecting its operability or serviceability which shall include but not be limited to water, fire, wind, lightning, transportation, misuse, abuse or neglect; (b) repair of Software modified or altered in any way other than modifications made by Company; (c) support of any third-party vendors' software such as operating systems, network software, database managers, word processors, etc.; (d) Your requested changes to the Software; (e) support services that can be rendered telephonically either by MTS or Client's personnel (at MTS's direction) but at Client's request are performed on-site by MTS; (f) on-site installation of the Updates or additional conversion services; (g) any additional hardware or third party software that may be required to install and use any Updates. All such excluded maintenance services performed by MTS at Client's request shall be invoiced to Client on a time and materials basis, plus reasonable expenses associated therewith.

11. CONFIDENTIALITY.

11.1 Acknowledgement. Client hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of MTS and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Client agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

11.2 Injunctive Relief. Client acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will (i) substantially diminish the value to MTS of the trade secrets and other proprietary interests that are the subject of this Schedule; (ii) render MTS's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Client breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, MTS shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

11.3 Survival. Client's obligations under this Article 9 will survive the termination of this Schedule or of any license granted under this Schedule for whatever reason.

12. WARRANTIES.

MTS grants You a limited warranty that (i) MTS has developed, owns, and/or possess all rights and interests in the Software necessary to enter into this Schedule; (ii) MTS has full authority to execute and perform this Schedule; and (iii) MTS's execution and performance of this Schedule will not materially violate any material law or materially breach any material agreement, known by and governing MTS. MTS also grants to You a limited warranty for one (1) year from the date of Software Installation ("warranty period"), unless modified by or on Your behalf or otherwise employed in a manner not permitted under this Schedule, will substantially perform the material functions described in the User Materials when operated on Hardware and with the Third Party Software purchased from, or pre-approved in writing by, MTS in accordance with the User Materials. Such

limited Warranty is subject to and conditioned upon performance of Your responsibilities under this Schedule including but not limited to the payment of all fees, costs, and annual software maintenance fee. MTS does not warrant that the Software will meet Your requirements, that the operation of the Software will be uninterrupted or error-free, or that all Software errors can be corrected. Except for the limited Warranty during the Warranty Period, the Software is provided "AS IS." For any breach of the limited Warranty, Your sole and exclusive remedy, and MTS's entire liability and obligation, shall be, at MTS's election, to correct the Software or the User Materials, whichever is, in the MTS's sole determination, reasonably appropriate, provided that no change may be made hereunder to the User Materials which modifies or deletes any material function of the Software. If any problem operational failure or error of the software has resulted from any alteration of the software (except if directly by MTS or under MTS's written direction), accident, abuse or misapplication, then at MTS's sole option, this warranty shall be null and void.

You warrant that: (i) Your execution of this Schedule will not violate the terms of any pre-existing agreement(s) between You and a third party, (ii) You have full power and authority and are duly authorized to execute and perform the financial and non-financial obligations under this Schedule, and, (iii) if You are anything other than an individual signing on Your own behalf, You have taken all of the necessary corporate action(s) in order to authorize and ratify Your execution and delivery of this Schedule and Your performance under the Schedule.

Other than as expressly set forth above, MTS does not make or provide any express or implied warranties, conditions, or representations to You or any other person with respect to the Software, the User Materials, or any updates, interfaces, services or works of authorship provided hereunder, or otherwise regarding this Schedule, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty of merchantability, implied warranty against infringement, and implied warranty of fitness for a particular purpose are expressly excluded and disclaimed.

MTS provides no warranty on any third party software and/or hardware not manufactured by MTS. Except as set forth in this Schedule, MTS will not be responsible for any third party software, third party services and/or hardware it provides to you.

12.1 Limitation of Liability and Exclusion of Consequential Damages. In the event MTS should be found liable for breach of this Schedule, liability shall be limited to an amount no greater than the amounts paid to MTS by Client for the software licensing fees provided for in this Schedule during the immediately preceding thirty (30) days. In no event shall MTS be liable to Client, Client's employees, agents, servants, or any other third party, for any loss of profit, loss of business, direct or indirect, incidental, special, consequential, exemplary, and/or punitive damages arising out of or related to Schedule t, even if MTS has been advised thereof. MTS shall not be liable to Client, if any person, other than MTS (including Client or Client's agents) alters the MTS Products and Services performed by MTS in any manner. Due to the number of hardware/software combinations and interactions beyond the control of MTS, MTS cannot guarantee that Client's system(s) will always run trouble-free, nor can MTS guarantee that every solution will be 100% effective. MTS shall not be liable to Client for any problems caused by third party manufacturers of hardware and/or software.

In the event that the software or any report or information generated by the software is used in connection with any diagnosis or treatment by you and/or any of your employees, agents, representatives, and the like, you agree to accept all responsibility in connection therewith, including responsibility for injury, damage and/or loss related to such diagnosis or treatment, irrespective of whether such injury, damage and/or loss results from your use of the software.

You represent and warrant to MTS that You are a sophisticated purchaser and acknowledge and agree that the allocation of risks in this Schedule is reflected in the Software License fees, that MTS is unable to test the Software under all possible circumstances, that MTS cannot control the manner in which You shall use the Software, and that the allocation of risks under this Schedule is reasonable and appropriate under the circumstances.

12.2 Intellectual Property Indemnification. MTS will, at its own expense, defend any action brought against You to the extent that such action is based on a claim that the Software or any Update of the Software properly used within the scope of this Schedule, in and of itself, infringes any United States patent, copyright, trade secret or other proprietary right, provided that MTS is immediately notified in writing of such claims, lawsuits and other proceedings and MTS is given full right, ability and authority to conduct the defense against any such claim, lawsuit or other proceeding. In no event shall You settle any such claim, lawsuit, or proceeding without MTS's prior written approval.

13. INDEMNIFICATION

MTS Client agrees to indemnify, defend and hold harmless MTS, its directors, officers, members, employees, contractors, agents and MTS Affiliates from any and all liability, including, but not limited to, penalties, losses, damages, costs, expenses and attorney's fees, arising from causes of actions or claims caused by: (a) Client's breach of this Schedule; (b) Client's violation of any intellectual property rights, third party rights or any applicable law or regulation; (c) Client's modification or enhancement

of the Software; or (d) Client's exercise or practice of the license granted hereunder. MTS reserves the right to assume control of the defense of any third party claim that is subject to the indemnification by Client, in which event Client will cooperate with MTS in asserting available defenses.

14. DEFAULT AND TERMINATION.

14.1 Events of Default. This Schedule may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Schedule or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 12(Confidentiality) or makes an assignment in violation of Section 15(Non-assignability); (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

14.2 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 5 (Copies), 7 (Protection of Software), or 8 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

14 Obligations on Termination. Within ten (10) days after termination of this Schedule, Client shall cease and desist all use of the Software and Documentation and shall return to MTS all full or partial copies of the Software and Documentation in Client's possession or under its control. If necessary, Client shall provide access to their systems so that MTS may uninstall Software from Client's system.

14.1 Late Payments and Penalties. If any payment due under this Schedule or otherwise owing by You to MTS is not paid within thirty (30) days from its due date, and such payment due is not

disputed by You in good faith, MTS may, at its option, charge for its additional costs related to such delinquency at a rate of one and one-half percent (1½ %) per month (eighteen percent (18%) per annum) or if such charges exceed that permitted by applicable law, the highest rate allowed by applicable law, from the date such payment first became due.

16. NONASSIGNABILITY.

Client shall not assign this Schedule or its rights hereunder without the prior written consent of MTS.

17. MISCELLANEOUS.

This Schedule and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Schedule may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Schedule are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Schedule or of any subsequent default or breach of the same or a different kind.