

SOFTWARE LICENSE AND MASTER SERVICES AGREEMENT

Customer Name:	Fulton County Department of Health and Human Services
Contact Name:	Patrice Harris, Executive Director
Address:	99 Jesse Hill Drive SE, 4 th Floor, Atlanta, GA 30303
Phone Number:	404-730-1202
Email Address:	Patrice.harris@fultoncountyga.gov
Effective Date:	April 1, 2014

This Software License and Master Services Agreement (the "Agreement") is made as of the Effective Date set forth above between Qualifacts Systems, Inc. ("Qualifacts"), a Delaware corporation having its principal place of business at 200 2nd Ave S., Nashville, Tennessee 37201, and Mitchell & McCormick, Inc., who is entering into this Agreement for the benefit of the Customer set forth above.

1. Definitions

(a) Concurrent Users. "Concurrent Users" means the maximum number of Named Users accessing the CareLogic™ Software simultaneously at any point during the preceding month.

(b) Customer Data. "Customer Data" means any of Customer's information, documents, or electronic files that are provided to Qualifacts hereunder.

(c) Documentation. "Documentation" means any online or printed user manuals, functional specifications attached to this Master Agreement or Statements of Work that are provided to Customer by Qualifacts, and any derivative works of the foregoing.

(d) Error. "Error" means any reproducible material failure of the Software to function in accordance with its Documentation.

(e) Named User. "Named User" means a named individual to whom Customer has granted access to use the Software on Customer's behalf and who has agreed to the terms of Qualifacts' Named User License Agreement, regardless of whether or not the User actually accesses the Software in the month.

(f) P1 Error. "P1 Error" means an Error in the Software that causes all of Customer's Named Users at a location or facility to be unable to access or use any of the critical functions of the Software, and for which no workaround is available.

(g) P2 Error. "P2 Error" means an Error in the Software that causes either (i) some of Customer's Named Users to be unable to access or use any of the critical functions of the Software, or (ii) some, but not all, of the critical functions of the Software to be inaccessible or non-functional for all of Customer's Named Users at a location or facility, in either case where there is no workaround available.

(h) P3 Error. "P3 Error" means an Error in the Software that is not a P1 Error or a P2 Error.

(i) Product Enhancements. "Product Enhancements" means any new features, new modules, or other extensions or modifications of the Software requested by Customer and developed by Qualifacts pursuant to a Service Order Form, including but not limited to changes that are mandated by Federal or state regulatory changes or payor changes. "Product Enhancements" does not include new features, new modules, or extensions or modifications of the Software to the extent incorporated into a general Update.

(j) Service Order Form. "Service Order Form" means a document signed by authorized representatives of both parties and itemizing the Software and services purchased by M&M on behalf of Customer thereunder.

(k) Software. "Software" means those computer programs designated on one or more Service Order Forms to be provided to Customer by Qualifacts hereunder, including any Product Enhancements and Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing.

(l) Support. "Support" means the ongoing services by Qualifacts to support the Software as defined in Section 3 below.

(m) Train the Trainer Training. "Train the Trainer Training" means the training program provided by Qualifacts to train Customer's

personnel who will be responsible for training the Customer's system end users.

(n) Update. "Update" means any patch, bug fix, release, version, modification or successor to the Software.

2. License

(a) License. During the term and subject to the terms and conditions of this Agreement, Qualifacts hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software in object code form for its internal business purposes only. The license in the preceding sentence is limited to the number of Named Users for which Customer has paid in accordance with the applicable Service Order Form, and to Customer's external auditors to the extent required to perform an audit of Customer or its facilities. All rights in and to the Software not expressly granted herein are reserved to Qualifacts.

(b) License and Use Restrictions. Customer's rights hereunder are subject to the condition precedent that Customer does not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party, nor attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

(c) Customer Data. Customer owns all right, title and interest in the Customer Data. By submitting Customer Data in connection with the use of the Software, Customer is deemed to have granted to Qualifacts, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for purposes of Customer's use of the Software. Qualifacts shall not use the Customer Data except as necessary to perform its obligations hereunder.

(d) Named Users; Security. Except for maintaining the overall security of its Software and network, Qualifacts is not responsible for maintaining the security of user names and passwords granted to Customer or its Named Users, for the security of its information systems used to access the Software by Customer, and for Customer's users' compliance with the terms of this Agreement. If any of Customer's Customer System Administrators cease to be employed or engaged by Customer, M&M or Customer must immediately notify Qualifacts. Qualifacts has the right at any time to terminate access to any user if Qualifacts reasonable believes that such termination is necessary to preserve the security, integrity, or accessibility of the Software or Qualifacts' network.

3. Support and Training.

(a) Services Generally. Except as set forth herein, Qualifacts shall provide services and support as specified on the applicable Service Order Form. To the extent Qualifacts agrees to provide services not specified on a Service Order Form, M&M, on behalf of Customer, shall pay Qualifacts its then current services rate, plus expenses, for such services. Support does not include, and Qualifacts is not obligated to

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provide services for, (i) development of Custom Enhancements, or (ii) any Service Change (as defined in Section 4(b) below).

(b) Updates. Qualifacts shall deliver to Customer any Updates of the Software at no charge unless the Update includes third party components for which additional charges apply.

(c) Customer System Administrators. Customer must have two designated Customer System Administrators, who will be the primary points-of-contact between Qualifacts and Customer for support issues. Customer System Administrators must also be Named Users. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Qualifacts.

(d) Support Procedures. All Software-related support questions must be requested by a Customer System Administrator. If the Customer System Administrator is unable to resolve the issue, then the Customer System Administrator may contact Qualifacts for support. Qualifacts shall provide telephone help desk support to the Customer Support Administrators from 7:00 AM to 7:00 PM Central Time on each business day. The Customer Support Administrators may obtain after-hours support by calling the help desk and paging the on-call support personnel.

(e) Response Times. In the event of a P1 or P2 Error, Qualifacts shall provide a preliminary response to Customer within two hours of its awareness of the Error, and shall use its reasonable efforts to provide updates to Customer every two hours until the Error is resolved. In the event of a P3 Error, Qualifacts shall provide a preliminary response to Customer within one business day of its awareness of the P3 Error, and shall use its reasonable efforts to provide updates to Customer once every week until the P3 Error is resolved.

(f) Error Correction Times. Qualifacts shall use commercially reasonable efforts to correct all Errors. For P1 Errors, Qualifacts shall use its best efforts to correct the P1 Error or provide a reasonable workaround within 4 hours of its awareness of the P1 Error. For P2 Errors, Qualifacts shall use its best efforts to correct the P2 Error or provide a reasonable workaround within 2 business days of its awareness of the P2 Error. Qualifacts' obligations in this paragraph are subject to Customer providing such access, information, and support as Qualifacts may reasonably require in the process of resolving any Error.

(g) Support Exclusions. Qualifacts is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support were created in whole or in part by:

(i) the acts, omissions, negligence or willful misconduct of Customer, including any unauthorized modifications of the Software or its operating environment;

(ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Qualifacts' firewall);

(iii) Customer's use of the Software other than in accordance with the Software's documentation;

(iv) a Force Majeure Event; or

(v) Customer's use of any version of the Software more than 18 months after Qualifacts has released a successor version or sunset that Software.

(h) Support Fees. Qualifacts has the right to bill M&M, on behalf of Customer, at its standard services rates for any support issues excluded by Section 3(g) above.

(i) Hosting Service Levels. Qualifacts shall provide hosting for the Software. Provided that M&M is current with respect to all amounts owing to Qualifacts hereunder, Qualifacts shall comply with the following service level agreement with respect to the production environment:

(i) Qualifacts shall provide Customer with Software availability ("Uptime") of at least at 99% during any calendar month beginning the first full calendar month during which the

Software is in live use by Customer (the "Live Date"), calculated on a monthly basis and subject to the exceptions below.

(ii) The Software is considered unavailable for any period of time (measured in minutes) ("Downtime") during which the Software is materially impaired such that Customer or its Named Users cannot access the Software on Qualifacts' servers. Downtime does not include periods of time during which the Software is unavailable as a result of (a) Scheduled Maintenance, (b) the acts, omissions, negligence or willful misconduct of Customer, (c) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Qualifacts' firewall), or (d) a Force Majeure Event.

(iii) "Scheduled Maintenance" means any planned maintenance by Qualifacts that might cause the Software to be unavailable to Customer or its End Users. Qualifacts shall not perform Scheduled Maintenance between the hours of 7:00 AM and 10:00 PM Central Time. Qualifacts shall make commercially reasonable efforts to notify Customer by e-mail at least 3 business days in advance of any Scheduled Maintenance.

(iv) For any calendar month in which Uptime is less than 99%, Qualifacts shall issue a credit (a "Service Level Credit") against Customer's next invoice in an amount determined according to the following percentages of monthly recurring charges for the affected Software (excluding any one-time fees that Customer is paying on a monthly amortized basis):

Uptime	Credit
At least 90% but less than 99%	5%
At least 80% but less than 90%	25%
Less than 80%	50%

(j) Limitation of Remedies. Correction of Errors as defined in this Agreement and the Service Level Credits as set forth above are M&M's and Customer's sole remedies for any Errors in the Software or any failure by Qualifacts to meet the Uptime commitment set forth herein, except for the termination remedy set forth in Section 6(c) below. Service Level Credits for any month cannot exceed the amount of monthly recurring fees paid by M&M on behalf of Customer for that month.

(k) Training. Qualifacts shall provide training as specified on the applicable Service Order Form.

4. Implementation

(a) Project Plan. Upon execution of a Service Order Form for the Software, Customer and Qualifacts will cooperate in good faith create a plan (including a timetable) for the completion of the project (the "Project Plan"). Qualifacts and Customer will develop and implement the Software in accordance with this Project Plan.

(b) Service Changes. Customer may request changes to a Service Order Form or Project Plan by delivering a written statement of the desired changes (a "Service Change Request"). Upon receipt of a Service Change Request, if Qualifacts is willing to consider implementing the changes, Qualifacts shall prepare a Service Change Form including any estimated impact of the requested change on costs and on the Project Plan. Once a Service Change Form has been executed by authorized representatives of both parties, then Qualifacts shall develop or implement the Software in accordance with the original Service Order Form as amended by the Service Change Form, and the executed Service Change Form will be deemed an amendment too, and a part of, the Service Order Form to which it relates. For further clarification, Qualifacts is not obligated to implement changes to a Service Order Form other than pursuant to a Service Change Form executed by authorized representatives of both parties.

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(c) Adjustments for Customer Delays. If Customer fails to meet any of its obligations or deadlines pursuant to the Project Plan, all subsequent deadlines applicable to Qualifacts will be adjusted by a number of business days equal to the delay by Customer. In addition, Qualifacts has the right to charge M&M, on behalf of Customer, its expenses and reasonable overhead for Qualifacts employees or independent contractors assigned to the Customer project who cannot be reasonably reassigned during the period of the delay.

(d) Product Enhancements. At no charge to M&M, Qualifacts shall modify the Software to implement any changes mandated by Federal regulatory changes that are applicable to all customers. To the extent that a customer requires a modification to the Software to implement state or local regulatory changes or changes mandated by a payor or MCO, that modification will be treated as a Product Enhancement for all affected customers, and Qualifacts shall provide that Product Enhancement at its then current time and materials rates, with each affected Customer paying an equal portion of the total cost. Qualifacts shall provide M&M with a Service Order Form that identifies the total cost as well as Customer's pro rata portion.

5. Financial Terms

(a) Fees. In return for the products, services and licenses provided by Qualifacts to Customer hereunder and pursuant to a Service Order Form, M&M, on behalf of Customer, shall pay to Qualifacts the fees in the amount and on the schedule set forth on the Service Order Form. Unless specified to the contrary on a Service Order Form, monthly recurring fees will commence upon the Effective Date. All dollar amounts refer to U.S. dollars.

(b) Expenses. M&M, on behalf of Customer, shall reimburse Qualifacts for its reasonable and necessary expenses (including travel and travel-related expenses).

(c) Billing Practices. Qualifacts bills all time-based charges in quarter hour increments. For services provided on-site on Customer premises and require travel of more than 50 miles, M&M, on behalf of Customer, shall pay for a minimum of 8 hours for each such day of services, plus travel time.

(d) Payment Terms. Qualifacts shall invoice M&M, on behalf of Customer, monthly in advance for all recurring charges, which invoices will also include all non-recurring charges and expenses incurred since the previous invoice. Qualifacts shall set off all such invoiced amounts against any amounts owed by Qualifacts to M&M, as set forth in that certain Addendum to Customer Acquisition Agreement between M&M and Qualifacts, but only to the extent there are sufficient amounts for Qualifacts to set off. With respect to any invoices for which Qualifacts is unable to set off the full amount, M&M, on behalf of Customer, shall pay all Qualifacts invoices within 30 days of the invoice date. If M&M is delinquent in payment of any portion of an invoice that it has not disputed in good faith and for which there is not a sufficient amount to set off, Qualifacts may, in addition to other remedies it may have, including termination, suspend access to the Software to any or all of Customer's Named Users and/or provision of all services to Customer. M&M, on behalf of Customer, agrees to pay interest on delinquent amounts at the rate of one and one half percent (1½%) per month (or, if lower, the maximum amount permitted by law) that a payment is overdue.

(e) Taxes. M&M, on behalf of Customer, shall pay or shall reimburse Qualifacts for all sales taxes and other taxes, however characterized by the taxing authority, based upon the license fees or other charges under this Agreement or otherwise incurred on account of Customer's use of the Software, except for any taxes based upon Qualifacts' net income or gross receipts or for any franchise or excise taxes owed by Qualifacts.

(f) Product Innovation Increases. In order to support Qualifacts' ongoing research and development of the Software, after each year of the Agreement Customer's Monthly Recurring Charges will

automatically increase by \$5 per Concurrent User. This increase does not apply to any fees hereunder where Qualifacts has the express right to charge at its then current rates, in which case the fees will be Qualifacts then current rates.

6. Term and Termination

(a) Term. The term of this Agreement commences on the Effective Date hereof and will continue for an initial term of one year. Thereafter, this Agreement will automatically renew for an unlimited number of additional one year terms unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term.

(b) Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

(i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed;

(ii) in the case of Qualifacts, immediately upon any breach by Customer of Section 2(b) above;

(iii) immediately upon any breach of any confidentiality obligations owed to such party by the other party;

(iv) if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(v) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

(c) Termination for Repeated SLA Violations. If Qualifacts fails to achieve the Service Level Agreements specified in Section 3(i) above for any 3 consecutive months, or for any 6 months during any 12 consecutive month period, then M&M has the right to terminate this Agreement on 90 days prior written notice delivered at any time during the 60 day period immediately following the month in which the termination right first arises.

(d) Obligations Upon Termination. Upon termination of this Agreement:

(i) Qualifacts shall, within 30 days of termination, send Customer an electronic copy of its Customer Data in a structured file export;

(ii) Qualifacts shall immediately terminate access to the Software by Customer and its Named Users; and

(iii) M&M, on behalf of Customer, shall immediately pay Qualifacts any amounts payable or accrued but not yet payable to Qualifacts, including any deferred payments or payments originally to be made over time.

7. Confidentiality; Protected Health Information

(a) Disclosures of Protected Health Information. The parties shall comply with the terms and conditions of the Business Associate Agreement entered into between the parties. It is understood that individual written consent or authorization is not ordinarily required under HIPAA to allow Qualifacts to use or disclose Protected Health Information needed to enable Qualifacts to perform services for Customer. However, if HIPAA or other applicable provisions of state or federal law require Customer or Qualifacts to obtain written consent or authorization from an individual to permit Qualifacts to use or disclose individually identifiable health information, Customer must provide Qualifacts with a copy of the properly executed legal document permitting such use and disclosure.

(b) Definition of Confidential Information. "Confidential Information" means any and all tangible and intangible information

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(whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that Company is obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder.

(c) Exclusions. Notwithstanding the above, the term "Confidential Information" does not include any information that is either:

(i) readily discernible from publicly-available products or literature; or

(ii) approved for disclosure by prior written permission of an executive officer of the disclosing party; or

(iii) Protected Health Information.

(d) Use of Confidential Information. Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and it shall not disclose the Confidential Information to any other persons without the disclosing party's express written authorization.

(e) Required Disclosures. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(f) Return of Information. If a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

(g) Survival. The parties hereto covenant and agree that this Section 7 will survive the expiration, termination, or cancellation of this Agreement for a period of 3 years, except for Confidential Information described in Section 7(b)(A), with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret, and except for Section 7(a), which will survive indefinitely.

8. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, QUALIFACTS MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, QUALIFACTS DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY QUALIFACTS, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. QUALIFACTS MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED

WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. QUALIFACTS HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF QUALIFACTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY QUALIFACTS ARE CORRECTION OF ERRORS AS SET FORTH HEREIN AND THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH AND THE APPLICATION OF ANY SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, QUALIFACTS' TOTAL LIABILITY TO M&M OR CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO QUALIFACTS BY M&M ON BEHALF OF THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SOFTWARE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

9. General

(a) Ownership of Intellectual Property. Qualifacts owns all right, title and interest in and to the Software and Documentation as well as all Qualifacts trademarks and intellectual property rights in connection therewith. To the extent that such rights do not automatically vest in Qualifacts as works made for hire, Customer hereby assigns any and all right, title and interest, including any intellectual property rights, it may have or acquire with respect to the Software and Documentation, and Customer agrees, at Qualifacts' expense, to take any and all actions reasonably requested by Qualifacts to secure such rights for Qualifacts. Customer shall not challenge Qualifacts' ownership of the Software or Documentation nor any part thereof.

(b) Promotional Materials. Either party may include statements, and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a user of the Software.

(c) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The

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relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(d) Assignment. Neither M&M nor Customer shall assign any of its rights under this Agreement, except with the prior written consent of Qualifacts. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(e) Governing Law; Venue. The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Except as set forth in Section 9(f) below, any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Nashville, Tennessee, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Nashville, Tennessee; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(f) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Nashville, Tennessee in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect trademarks, copyrights, or other rights or property pending the establishment of the arbitral tribunal or its determination of the merits of the controversy. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorneys' fees and expenses, to the prevailing party.

(g) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

(h) Entire Agreement. This Agreement and any Service Order Forms hereunder constitute the final agreement between the parties. In

the event of any conflicts between this Agreement and a Service Order Form, the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to override a specific provision of the controlling document. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(i) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(j) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 8, and 9 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(k) No Federal Claims. Both parties agree that the Software is proprietary operating/vendor software as that term is used in of 45 CFR 95.617(c) and is not subject to any state or federal claims or rights.

(l) Authorized Representatives. The individual signing on behalf of each party below represents and warrants to the other party that such individual is authorized to enter into this contract on behalf of, and to bind, the party for which he or she is signing.

QUALIFACTS SYSTEMS, INC.

By: [Signature]

Print: Barack V. Nixon

Title: VP Finance

M&M

By: [Signature]

Print: Mark T Bennett

Title: Executive Vice President