

PATIENTKEEPER

LICENSE AGREEMENT

PATIENTKEEPER, INC. ("PATIENTKEEPER") IS ONLY WILLING TO LICENSE THE PATIENTKEEPER SOFTWARE ("SOFTWARE") TO YOU PURSUANT TO THE TERMS OF THIS LICENSE AGREEMENT ("AGREEMENT"). BY CLICKING ON THE "ACCEPT" BUTTON, DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE AND YOU WILL NOT HAVE ANY LICENSE TO ANY PART OF THE SOFTWARE. PATIENTKEEPER'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS.

1. SOFTWARE LICENSE. Subject to the terms and conditions of this Agreement, you are granted a nontransferable, nonexclusive license to use one copy of the Software in object code form for internal/personal use and in accordance with the associated documentation. Each licensed copy of the Software may only be installed or used on one item of hardware at any time. You may make a single copy of the Software for safekeeping or "backup" purposes, provided all original proprietary notices are retained on any such copy. If PatientKeeper provides any updates of the Software, such updates shall be subject to this Agreement; provided, however, that PatientKeeper does not have any obligation to issue updates.
2. RESTRICTIONS ON USE. PatientKeeper and its licensors shall at all times retain title to and ownership of the Software and the intellectual property rights therein. You may not, directly or indirectly, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; create derivative works based on the Software; or copy (except for the purposes set forth above), rent, lease, distribute, or otherwise transfer rights to the Software; use the Software for timesharing or service bureau purposes; or remove any proprietary notices or labels on the Software.
3. EVALUATION PERIOD. This is not free software. You acknowledge that until you register your use of the Software with PatientKeeper, and pay the applicable license fee, this is an evaluation license. You only have the right to use the Software without charge for a period of 90 days. If you use the Software after the 90 day evaluation period a registration fee is required. When payment is received, you will be sent a key that will convert your trial version into a registered copy of the Software, and such registered version shall be subject to this Agreement. Registration will entitle you to receive, free of charge, any updates to the Software that PatientKeeper elects to make available for a period of one year.
4. DISCLAIMER OF WARRANTIES. THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. PATIENTKEEPER HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR THAT THE SOFTWARE WILL BE ERROR-FREE. SOME STATES DO NOT

ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.

5. LIMITATION OF LIABILITY. NEITHER PATIENTKEEPER NOR ITS LICENSORS SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (A) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, DATA OR PROFIT, INTERRUPTION OF USE, OR COMPUTER FAILURE OR MALFUNCTION, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (C) FOR ANY DAMAGES IN EXCESS OF THE AMOUNT THAT YOU PAID FOR THE LICENSE TO THE SOFTWARE, EVEN IF PATIENTKEEPER OR ITS LICENSORS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

6. TERMINATION. You may terminate this Agreement and the license granted herein at any time by destroying or removing from all computer systems all copies of the Software. PatientKeeper may terminate this Agreement and the license granted herein immediately if you breach any provision of this Agreement. Unless you have registered your use of the Software within 21 days, your license shall automatically terminate at the end of the 21 day period. Upon termination of this Agreement, you agree to discontinue all use of the Software and immediately destroy or erase the Software. Your obligations under Section 2, the warranty disclaimer in section 4, and the limitation of liability in Section 5 of this Agreement shall survive expiration or termination of this Agreement.

7. EXPORT CONTROLS. You shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. You will not export, or allow the export or re-export of the Software in violation of any such laws, restrictions or regulations. You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of the Software to any location so as to be in compliance with all applicable laws and regulations prior to delivery thereof by PatientKeeper.

8. U.S. GOVERNMENT RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement.

9. MISCELLANEOUS. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to the conflicts of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by duly authorized representatives of both parties. If

any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect and enforceable. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by you, and any such attempted assignment or transfer shall be void and without effect. Any waivers or amendments shall be effective only if made in writing. PatientKeeper's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision. In any action to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. You acknowledge and agree that due to the unique nature of the Software, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow you or third parties to unfairly compete with PatientKeeper resulting in irreparable harm to PatientKeeper, and therefore, that upon any such breach or threat thereof, PatientKeeper shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law.

10. Acknowledgement. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT THIS AGREEMENT HAS THE SAME FORCE AND EFFECT AS A SIGNED AGREEMENT.