

**THIS AGREEMENT** is by and between AcmeCompany1, LLC. ("Contract Logix"), a Delaware limited liability company having a place of business at 248 Mill Road, Building 1, Unit 3, Chelmsford MA 01824, USA, and AcmeCompany2 Company, Inc. ("Licensee"), having a place of business at Ambest Rd, Oldwick, NJ 08858.

The Effective Date of this Agreement is March 31, 2014.

WHEREAS, Contract Logix has the Contract Logix System (hereafter defined and referred to as the "System") and desires to install and put into operation the System for the Licensee.

WHEREAS, Licensee desires Contract Logix to install the System under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows

#### ARTICLE I DEFINITIONS AND AGREEMENT

1.0 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) "System" shall include the latest version (Version 13Be.0) as of the date of this agreement of the "Contract Logix Professional Edition" computer system in object code and the manuals, specifications and documentation accompany the system ("Documentation"), individually and/or collectively, together with all amendments, upgrades, enhancements and modifications thereto which have been accepted by Licensee, as set forth and described in Schedules A and C.
- (b) Hardware/Operating System shall mean the required hardware and operating system as set forth and described in Schedule B.

1.1 The "Term" of this Agreement and the License begin on the "Effective Date" and continue indefinitely until the Agreement is terminated under VII

#### ARTICLE II LICENSE AND WARRANTY

2.0 License. In consideration of, and upon payment of the System costs and fees in accordance with Article VI and subject to the terms of this Agreement, Licensee shall have a non-exclusive, non-transferable and non-perpetual license to use the System where the System is installed. Contract Logix shall retain title to and all ownership rights to the System. The System supplied to the Licensee is proprietary to Contract Logix and Licensee shall hold and use all the System in strict confidence. The license to use the System is subject to the following:

- (a) Except as expressly provided herein, the System shall not be operated directly or indirectly by persons other than Licensee's employees or agents of Licensee for Licensee's purposes (provided said agents are not competitors of Contract Logix) and shall only be operated on hardware owned or leased by the Licensee. The license to use the System is granted only to the Licensee. Except with the prior written consent of Contract Logix, or as otherwise provided in this Section, only Licensee's work shall be processed on the System. The System database and any required server side software can only be installed on one production server. The License is based a concurrent user model. The system can only be accessed simultaneously by the total number of end user licenses purchased.
- (b) At no time may the System or any of the various components thereof be disclosed to third parties, sold, assigned, leased, or otherwise made available or disposed of, or commercially exploited or marketed in any way with or without charge, without the prior written consent of Contract Logix or as specified in this Agreement. Licensee may disclose the System to Licensee's attorneys, accountants, or consultants who are not in competition with Contract Logix; provided, however, such entities agree to be bound by the confidentiality and non-disclosure provisions in this Agreement. Licensee, its employees and agents shall keep the System confidential and will take all reasonable precautions, but not less than those employed to protect Licensee's own proprietary information, to prevent the System from being copied or reproduced, in whole or in part, by any other person, firm or corporation. Licensee may not decompile, disassemble or otherwise create source code for all or any part of the System.
- (c) Violation of any provision in this Article not cured by Licensee within twenty (20) days after written notice from Contract Logix will entitle Contract Logix, at its sole discretion, to terminate this license. In such event, Licensee shall within ten (10) days of written notice from Contract Logix return the original and all authorized and unauthorized copies of the System of which the Licensee has knowledge, or certify in writing that the originals and all authorized and unauthorized copies of the System have been destroyed. Licensee shall use Licensee's best reasonable efforts to return or destroy those authorized or unauthorized copies of the System of which the Licensee has knowledge. In the event Licensee does not return the System, or in the event Licensee cannot provide such certification, or Licensee has otherwise breached paragraphs (a), (b), or (c) above, Licensee shall be

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liable to Contract Logix for all damages incurred by Contract Logix arising out of any subsequent unauthorized use of the System by the Licensee or any third party gaining access to the System through the Licensee. Contract Logix shall be entitled to injunctive relief against any continued use of the System and such injunctive relief shall be in addition to, any other remedies Contract Logix may have at law or equity arising from Licensee's breach.

- (d) Licensee may make up to 2 backup copies of its storage media containing both the System and/or data entered into the System by Licensee and may use such back-up storage media to reload its computer if the original storage media is lost or damaged. Licensee may make unlimited copies of data. All storage media containing the System are, however, subject to the terms and conditions of this Agreement. Licensee may not transfer possession of the CD-ROM, diskettes or any storage media onto which the System is loaded to any party, organization, or other entity outside the Licensee, including its parent, subsidiary or its affiliates. The sole exception is that the Licensee may permit a third-party repository to store backup copies of storage media containing the System merged with its data in trust for its use only. IF LICENSEE OTHERWISE TRANSFERS POSSESSION OF ANY COPY OR MERGED PORTION OF THE SYSTEM TO AN OUTSIDE PARTY, THIS LICENSE SHALL IMMEDIATELY TERMINATE.
  - (e) This System is designed to work together with, but does not include, certain proprietary software owned by others as identified in Schedule A. Licensee must separately purchase and contract with the owner for use of any software Contract Logix does not supply which is required to operate the System.
- 2.1 **Warranties.** Contract Logix warrants that (i) Contract Logix owns the System and has the right to license to Licensee under the terms of this Agreement, (ii) the System as delivered to Licensee and used as intended will not infringe on any patent, copyright, trade secret or other proprietary right of a third party, and (iii) the System will conform to its published specifications and substantially perform in all material respects the functions described in Schedules A,B,C,D,E,F,H,and I. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY Contract Logix. Contract Logix HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR SERVICE, OR THE COMPATIBILITY OF OUTPUT USING THE SYSTEM WITH ANY LAW, REGULATION OR ORDER. EXCEPT WITH RESPECT TO ITS OBLIGATIONS UNDER ARTICLE V (Non-Infringement), Contract Logix's SOLE LIABILITY FOR BREACH OF THE FOREGOING WARRANTIES SHALL BE TO USE ITS BEST EFFORTS TO CORRECT THE LICENSED SYSTEM IN SUCH MANNER AS TO SATISFY ARTICLE 2.1(iii) HEREOF. IN NO EVENT SHALL Contract Logix, ITS SUBCONTRACTORS OR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING OF MATERIALS OR PERFORMANCE OF SERVICES PROVIDED FOR HEREIN, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO ITS OBLIGATIONS UNDER ARTICLE V (Non-Infringement), Contract Logix's SOLE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT OR UPON ANY LEGAL THEORY SHALL BE MONETARY DAMAGES THE MAXIMUM AMOUNT OF WHICH SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT.

### ARTICLE III INSTALLATION AND TRAINING

- 3.0 Contract Logix shall send an email to schedule installation of the software within business 5 days of receipt of initial payment of system; provided, however, that delivery shall not be affected until Licensee confirms in writing to Contract Logix that Equipment meeting the specifications set forth in Schedule B has been installed and that required operating system as specified in Schedule B has been appropriately loaded into said equipment, and provided further that all monies due Contract Logix have been paid. Contract Logix will provide installation instructions and telephone/modem support during the installation of the System.
- 3.1 Contract Logix will provide up to (11 hours) Live Internet Training for up to (9) users of the System selected by the Licensee at no additional cost.
- 3.3 Licensee understands that all users will receive the initial training at the same time. Training for users not able to attend all dates of the initial training is considered "Additional" training and is billable
- 3.4 Additional Training is available to Licensee at any time after the completion of the initial training. Licensee understands that all additional training is billable. Licensee further understands that advance payment is required and additional training will not be conducted by Contract Logix until such payment has been received.

### ARTICLE IV CUSTOMER SUPPORT AND SYSTEM MAINTENANCE

- 4.0 **Customer Support.** During the Term, Contract Logix shall provide Licensee with the following:
  - (a) Its best effort to correct within a reasonable time of Licensee's request and without charge to Licensee any error in the System logic as supplied by Contract Logix. Contract Logix will respond to Critical Failures within 1 hour and to

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Non-Critical failures within 2 hours. Critical Failures receive the highest priority and will be acted upon immediately until resolved. Non-Critical Failures will be given due diligent effort and resolved in a timely manner. Upon request, the Licensee agrees to provide Contract Logix with backup copies or printouts, of any error messages of the System or of data in storage that exhibits evidence of a System logic error. Licensee further agrees to provide Contract Logix with access to Licensee's computer and sufficient computer time to enable Contract Logix to duplicate the problem, determine whether or not it results from the System software and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.

- (b) Replacement software media and appropriate User Manual revisions and supplements containing error corrections as reasonably requested by Licensee or as otherwise made generally available to System Licensees;
- (c) Updated software files and appropriate User Manual revisions and supplements which update or improve current performance, utility, syntax, or storage ability will be available via the Contract Logix customer web site, and notice thereof will be posted on said website. Contract Logix shall have the right to charge separate fees for changes which add new applications or add new modules, (collectively, "New Applications") but if it does so, Licensee shall have the right to refuse such New Applications;
- (d) Unlimited hours per year of telephone and modem support during its normal business hours, 8:00am to 7:00pm Eastern Standard Time, for inquiries directly related to the functioning of the System itself. Licensee agrees to pay Contract Logix's then current standard rates (currently \$175 per hour) for telephone or other support not directly related to inquiries regarding the function of the System itself. If Contract Logix determines that there should be an additional charge for an inquiry, Contract Logix will then give a detailed reason why along with an estimate of time needed to answer the inquiry and it will be up to the Licensee to approve moving forward with the call.
- (e) The maximum number of individual support staff members within the Licensee's organization who will be designated as support contacts is limited to one (1) person.
- (f) As used in this Section 4.0, (a) "Critical Failure" means the System will not process to the end of a function or job, or significant functions and features are inoperative with no available processing alternative, and "Non-Critical Failure" means any problem in the usage of the System other than Critical Failures.

- 4.1 If requested by Licensee and as mutually agreed, Contract Logix will provide additional consulting services, reasonable software customization services, data conversion services, additional standard reports as may be specified by the Licensee, and reasonably necessary additional or replacement software or Licensee Manuals. Such other services shall be provided for additional fees, at a rate of \$150 per hour, as agreed in writing by Contract Logix and Licensee and within a reasonable time from receipt of Licensee's written request.

#### ARTICLE V NONINFRINGEMENT

- 5.0 **NonInfringement.** Contract Logix agrees to hold harmless and indemnify Licensee against all costs and attorneys' fees incurred and damages awarded against the Licensee as a result of any third party claim that Licensee's use of the System in accordance with this Agreement infringes any patent, copyright, trade secret or similar right of any third party. In the event of any such claim Licensee shall immediately notify Contract Logix. Contract Logix shall, at its option, either: (i) procure at Contract Logix's expense, the right for Customer to use the software, (ii) replace the software or any part thereof that is in breach with software of comparable functionality, or (iii) refund to Licensee the full amount of any fees paid to Contract Logix.

#### ARTICLE VI FEES AND EXPENSES

The financial terms set forth below are an offer, which will expire on March 31, 2014 unless, by that date, Licensee accepts by delivering to Contract Logix a fully signed copy of the Agreement.

- 6.0 **License Fee.** The one-time License Fee to use the System is \$22,760 and is due upon license execution. (See Schedule A for detailed pricing.) Any additional charges for additional User Licenses, 3<sup>rd</sup> Party Products, Customization, Data Conversion or Onsite Training Fees will be invoiced separately and are due upon receipt.
- 6.1 **Maintenance Fee.** The annual Maintenance Fee for the first year will be waived. The annual Maintenance Fee for the proceeding years will be \$4,000 per year. The maintenance fee for the System shall be payable in advance, with the term beginning from the Effective Date (First Maintenance Due Date). Each year thereafter, the annual maintenance fee due date shall be on the anniversary of the first Maintenance Due Date. The annual maintenance is subject to change, at the discretion of the Contract Logix, and will increase annually on January 1 of each year starting no earlier than January 1, 2015. The annual increase shall be the equivalent of the prior year's Maintenance Fee, plus a percentage no greater than 4.0%. Any support invoices that are not paid within 30 days of due date will be subject to a late fee equal to 5% of the total invoice amount.

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- 6.2 **Resuming Maintenance.** In the event Licensee does not pay the annual maintenance when due, and wishes to re-start annual maintenance after having stopped, then Licensee shall pay a sum equal to the total of the annual maintenance fee for each year Licensee did not have annual maintenance together with the fee for that year. The amount of each year's fee shall be as set forth in Paragraph 6.1 above

#### ARTICLE VII TERMINATION

- 7.0 **Termination for Cause.** Should either party default in the performance of or breach this Agreement and not substantially cure the default or breach thirty (30) days after receipt of written notice by the other party, then in addition to other remedies set forth herein, this Agreement may be terminated by the non-defaulting/non-breaching party. If Licensee is the non-breaching party then it shall be entitled to a pro rata refund of the fees paid to Contract Logix for the then current term. In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged insolvent or bankrupt, or becomes insolvent, then the other party may, at its sole discretion, terminate this Agreement upon giving thirty (30) days written notice of termination to the other party.
- 7.1 **Termination without Cause.** Licensee may terminate this agreement without cause thirty (30) days after receipt of written notice of said termination by Contract Logix. All invoices for services rendered and maintenance fees due must be paid in full by termination date.

#### ARTICLE VIII MISCELLANEOUS

- 8.0 **Taxes, Notices, Waiver.** Licensee shall pay all taxes such as, but not limited to, sales, use, or property tax arising from Licensee's use of the System. In the event Contract Logix is assessed any such tax, then Licensee shall pay it within 10 days of receipt of Contract Logix's Invoice. Notices shall be given to the other party at the addresses indicated above (or as each may otherwise direct in writing), by first class mail (effective upon posting), or other delivery means (effective upon receipt). Neither party shall be liable for delays or failures in performance due to causes beyond its reasonable control. Failure, delay or forbearance of either party to insist on strict performance, or to exercise any right or remedy, shall not be construed as a waiver. Express waiver in one or more instances shall not waive subsequent strict performance.
- 8.1 **Remedies for Breach.** Specified remedies are cumulative and not exclusive. Licensee agrees to pay Contract Logix's costs of collection, including reasonable attorney fees, in the event Licensee's account is past due and to pay Contract Logix's reasonable attorney fees and court costs incurred in the protection of its intellectual property rights in the event Licensee breaches any of its obligations relating thereto.
- 8.2 **Use of Trade Names and Service Marks.** Neither party shall use the other party's trade names, service marks, logos, or any other proprietary property related thereto, for any purposes, without the prior written consent of the other party.
- 8.3 **Assignment.** Either party may assign its rights and duties under this Agreement to a purchaser of all or substantially all of the business or assets to which it relates. Licensee may assign its rights and duties hereunder to a corporate affiliate, parent, subsidiary or successor of Licensee. Notice of any such assignment must be given 14 days prior to the assignment. Contract Logix may use subcontractors to perform programming, trouble-shooting, training or other services under this Agreement.
- 8.4 **Entire Agreement.** This Agreement, together with its Schedules, is the parties' entire agreement concerning the subject matter; the provisions shall be deemed severable; can be amended only in writing; shall, except as otherwise provided herein, bind and inure to the benefit of the parties signatory, their successors and assigns; and shall not be construed to create any third party beneficiary rights.
- 8.5 **Confidentiality.** In order to permit Contract Logix, to perform its obligations under the terms hereof, Contract Logix may have access to Licensee's Confidential Information. "Confidential Information" shall mean all information that is designated as "proprietary" or "confidential" including, but not limited to, patient demographics, patient healthcare information, physician demographics, pricing, methods, processes, financial data, lists, programs, research, developments, clients or related information of the disclosing party. Contract Logix agrees that the Confidential Information disclosed, communicated or made available to it shall be held and treated with the same degree of care as it uses to protect its most valuable confidential information, but in no circumstance less than reasonable care, and shall not be disclosed or made available to any third party unless and until expressly authorized in writing by the Licensee. Each party agrees it will keep confidential and not divulge any such Confidential Information to any third party, except as required by applicable laws and regulations or in accordance with Section 2.0(b) herein. Neither party shall have any obligation pursuant to this Agreement with respect to any information or data of the other party that: (i) was previously known to the receiving party; (ii) is received from a third party without similar restriction of confidentiality; (iii) is or becomes publicly available by other than unauthorized disclosure hereunder; (iv) is independently developed by the receiving party without the use of such confidential information; (v) is approved for release by written authorization of the disclosing party; or (vi) is required to be disclosed pursuant to any court order provided that the receiving party shall advise the disclosing party of such request in time for the disclosing party to apply for legal protection.
- 8.6 **Faxed Document Serves as the Original.** Both parties agree that a faxed, signed contract will be considered the same as a manually signed original. The fully executed License Agreement returned to Licensee by Contract Logix via facsimile serves as an original fully formed agreement, and subjects the signers to the same rights and obligations as an original document.

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8.7 **Applicable Law** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the federal and state courts of Massachusetts shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. The parties agree that the United Nations Conventions on Contracts for the International Sale of Goods shall not apply to this agreement.

IN WITNESS WHEREOF, Contract Logix and the Licensee have duly executed this Agreement.

Acme Company1

Signature: Robert D. Desrochers

Name: Pres. dent  
Robert D. Desrochers

Title: March 26, 2014

Date: March 26, 2014

Licensee:

Signature: Karen Bulluck Heine

Name: Karen Bulluck Heine

Title: Sr. Vice President - Sales & Marketing

Date: 3/25/14

