

MILLENNIUM INFORMATION SERVICES PROVIDER AGREEMENT

Millennium Information Services ("Millennium") is an Application Service Provider, and provides a Subscription and Billing Service for Health Care Service Providers ("Subscription") that is accessed from its web Site on the Internet, according to the terms and conditions of this Agreement.

The _____ ("Subscriber Organization") is a Health Care Organization located in _____, Oklahoma. The Subscriber Organization has employed various Health Care Service Providers ("Service Providers") for providing health care services to Patients ("Patients") of the Subscriber Organization.

The Subscriber Organization desires a Subscription for various health care documentation, tracking, billing, and audit support services ("Subscription Services") provided by Millennium.

The Subscriber Organization therefore agrees to subscribe for and Millennium agrees to provide Subscription Services and be bound by the terms and conditions of this Agreement.

1. Access

1.1 By agreeing to these terms and conditions herein and paying the Subscription Fees, you have subscribed to the Subscription Service and Millennium agrees to provide the Subscriber Organization with access for its Providers to the Subscription Service, including a browser interface, data encryption, transmission, access and storage of Patient, Human Resources, Payroll, and Billing information, subject to with the terms and conditions of this Agreement.

1.2 Millennium grants the Subscriber Organization a limited, nonexclusive license to access the Subscription Service and to use and display the audio and visual information, documents, products and software and other contents contained in or made available through the Subscription Service solely for the Subscriber Organization's own internal business purposes and subject to the Subscriber Organization's compliance with all of the terms and conditions of this Agreement.

1.3 You require a Subscriber Account to access the Subscription Service, which may only be used by Providers employed or contracted by the Subscriber Organization.

1.4 To obtain a Subscriber Account, the Subscriber Organization must provide Millennium with all necessary information on the online Registration Form. In addition the Subscriber Organization must complete necessary documentation to assign Millennium as its exclusive Billing Agent for those revenue sources utilized by the Subscriber Organization's patients in the Subscription Service.

1.5 Each Provider shall be assigned his/her own user identification and password to the Subscriber Account. The Subscriber Organization is responsible for online maintenance of all current and authorized Providers of the Subscriber Organization. The Subscriber Organization shall have sole responsibility for removing passwords and/or user identification of any discharged or deleted Provider. Millennium is authorized by the Subscriber Organization to prevent Providers of the Subscriber Organization from accessing the Site, but shall not be liable for any damages resulting from Providers who may be allowed to retain access.

1.6 The Subscriber Organization will be assigned a Corporate Subscriber ID once it has correctly completed the online Registration Form and assigned Millennium as its exclusive Billing Agent.

2. Price and Payment.

2.1 The Subscriber Organization agrees to pay the Subscription Fees in accordance with the terms of this agreement beginning _____.

2.2 The Subscriber Organization agrees to pay Millennium a fee that is directly related to the value provided to the Subscriber Organization by Millennium, that is, a fee assessed as **seven (7) percent** of the amount received from Third Party Payors in payment for services rendered by Providers of the Service Organization for which these Subscription Services were used in rendering service.

2.3 The Subscriber Organization agrees to pay Millennium a minimum subscription fee of **seventy dollars (\$70.00)** in any month that the Subscriber Organization fails to exceed one thousand dollars (\$1000.00) of in billing collections for which the Subscription Services were used in rendering service.

2.4 The Subscriber Organization is responsible for all of its expenses and costs associated with accessing the Internet and connection to the Site, any service fees associated with such access and connection, and for providing all computer equipment necessary for the Subscriber Organization and its Providers to make such connection, including, without limitation, computer and modem.

2.5 If the Subscription Fees cannot be accessed for any reason, Millennium reserves the right to either suspend the Subscriber Organization's access to the Subscription

Service or terminate this Agreement in accordance with clause 7.2 without any liability or any further obligation to the Subscriber Organization.

2.6 If Millennium receives a Termination Notice from the Subscriber Organization, pursuant to clause 7.3, the Subscriber Organization will be obligated to pay all outstanding Subscription Fees due and owing up to the effective date of such termination. The Subscriber Organization hereby authorizes Millennium to forward an invoice to the Subscriber Organization for any unpaid Subscription Fees.

2.7 If any legal action is commenced in connection with the enforcement of this Agreement or any payment due hereunder and Millennium prevails, then Millennium shall be entitled to costs, fees, charges, expenses and outlays including lawyers' fees actually incurred on a full indemnity basis.

3. Subscriber Organization Obligations

3.1 The Subscriber Organization warrants that the Data and any other material used, stored, submitted or created by Providers in connection with this Agreement:

- (a) shall not violate any applicable laws or regulations including criminal laws and those applicable to the protection of privacy;
- (b) shall not infringe any Intellectual Property Rights of any third party;
- (c) is lawfully possessed by the Subscriber Organization and that it has full right, title, license and authority to provide to Millennium all such Data;
- (d) shall not be obscene, lewd, indecent, defamatory or otherwise illegal in nature.

3.2 The Subscriber Organization and its Providers shall be permitted to store, manipulate, analyze, reformat, print, and display the Data and content only for its use in the ordinary course of business.

3.3 Unauthorized use of the Subscription Service, or the resale of the Subscription Service, is expressly prohibited and will result in immediate termination of the Service by Millennium.

3.4 The Subscriber Organization shall not copy, modify, publish, broadcast, transmit, rent, license, sell, transfer, make available or distribute the Content to, or for the benefit of, any third party.

3.5 The Subscriber Organization also shall not create any Internet "link" to the Service or "frame" or "mirror" any of the Content.

3.6 The Subscriber Organization shall not use any Content provided by Millennium in or in conjunction with any business or commercial enterprise, except as expressly permitted by this Agreement.

3.7 The Subscriber Organization agrees to submit accurate, current and complete information in its online Registration Form and to promptly update and keep updated such information. Should Millennium suspect that such information is untrue, inaccurate, not current or incomplete, Millennium has the right to suspend or terminate the Subscriber Organization's access to the Subscription Service.

3.8 The Subscriber account may only be used by the Subscriber Organization and its Providers, and the Subscriber Organization agrees to keep the Subscriber I.D.s confidential and only provide same to those persons within Subscriber Organization authorized to access the Subscriber Service. The Subscriber Account may only be assigned or transferred with Millennium's prior expressed written consent.

3.9 The Subscriber Organization is also solely responsible for any and all activities that occur under its Subscriber Account and for ensuring that all Providers and other employees maintain user name and password security and shall exit or log-off from the Subscriber Account at the end of each online session.

3.10 The Subscriber Organization shall remedy and correct immediately any unauthorized use of the Subscriber Account or any other breach of security that the Subscriber Organization may suspect or become aware of.

3.11 The Subscriber Organization agrees to use its best endeavors to immediately:

- (a) stop any copying or distribution of Content that the Subscriber Organization become aware of; and,
- (b) notify Millennium of the relevant facts.

3.12 The Subscriber Organization agrees to abide by all applicable local, state, and national laws and regulations in connection with its use of the Subscription Service.

3.13 In addition, without limitation, the Subscriber Organization agrees not to use the Subscription Service to:

- (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

- (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- (c) transmit through the Subscription Service any unlawful, harassing, libelous, abusive, tortuous, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way;
- (d) transmit any material that may infringe any Intellectual Property Rights of third parties;
- (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs and cancel bots;
- (f) interfere with or disrupt servers or networks connected to the Subscription Service or violate the regulations, policies, procedures and protocols of such networks;
- (g) attempt to gain unauthorized access to the Subscription Service, other accounts, computer systems or networks connected to the Subscription Service, through password mining or any other means; or,
- (h) harass or interfere with another Subscribers use and enjoyment of the Subscription Service.

3.14 The Subscriber Organization acknowledges that disclosure of any Confidential Information by the Subscriber Organization will give rise to an irreparable injury, which is inadequately compensable in damages, to Millennium and/or the owner of such Confidential Information. Accordingly, Millennium or such other party holding any rights therein, in addition to any other remedies which are elsewhere granted in this Agreement, may seek and obtain injunctive relief against the breach or threatened breach of any term, covenant, condition, warranty, or representation of this Agreement relating thereto.

3.15 The Subscriber Organization by its acceptance of this Agreement agrees not to use the ideas, procedures, and concepts disclosed to or gained by the Subscriber Organization in the course of its dealings with Millennium to compete in the commercial marketplace with Millennium for third party customers. Modification, reverse engineering, reverse compiling, or disassembly of any aspect of the service and/or site is expressly prohibited.

4. Extent of Service

4.1 The Subscriber Organization may request Millennium to provide assistance over and above the online and phone help provided as part of the Subscription Service acquiring a Support Option. Such service and/or assistance shall be completed by Millennium at a cost of **one hundred fifty dollars (\$150.00) per hour**.

4.2 This Subscription Service has been designed to work within the web browser environment of Microsoft's Internet Explorer and Adobe Acrobat 8.0. Any defects, inconsistencies, or issues arising out of operating outside the stated parameters may require the Subscriber Organization to pay additional maintenance/upgrade costs to Millennium to support and/or rectify in a manner determined by Millennium.

4.3 Millennium will produce regular backups of Data and will store these backups according to the backup/restore service levels defined by HIPPA. Provided that all Subscription Fees are current and have been paid in full, the Subscriber Organization may request that its Data be copied and distributed to the Subscriber Organization. Charges at a cost of **one hundred fifty dollars (\$150.00) per hour** will apply for this service. A hard copy of Data can be provided to the Subscriber Organization (**upon payment of the twenty-five (25) cents per page**) while it is actively using the Subscription Service AND for up to three months following the termination of its Subscription Service. Three months following the termination of the Subscription Service all Data will be destroyed and will not be available in hard copy.

4.4 The Subscriber Organization agrees to immediately cease using any software used to access the Subscription Service upon notice from Millennium if Millennium has reason to believe that the software used by the Subscriber Organization has or may cause failure, interruptions, errors or defects to the Subscription Service.

5. Privacy

5.1 Millennium makes no claim to own any Data, unless Millennium specifically tells the Subscriber Organization otherwise before it submits the Data.

5.2 Millennium will not monitor, edit, or disclose any information regarding the Subscriber Organization or its account, including any Data, without its prior permission except in accordance with this Agreement.

5.3 Millennium may provide certain statistical information, such as usage or user traffic patterns in aggregate form, to third parties, but such information will not include information that could be used to identify specific persons or entities.

5.4 Millennium may access Subscriber Account of the Subscriber Organization, including its Data, to respond to service or technical problems at Millennium's discretion.

5.5 The Subscriber Organization shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and right to the use of all Data and Millennium shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to transmit or store any Data.

6. Availability of Service

6.1 Millennium will take all reasonable steps to ensure the Service is available at all reasonable times. The Subscriber Organization acknowledges that Millennium is required to undertake regular maintenance and support of the Subscription Service and may from time to time:

- (a) scheduled automatic resets of the Subscription Services which will result in temporary disruption of access to the Services requiring Providers of the Subscriber Organization to log into and/or reconnect to the Service again; and
- (b) shut down the Subscription Service for more extended periods of time and in particular from 2.00 am to 5.00 am Central Standard Time (CST) Monday to Saturday each week and every Thursday from 1.00 am to 3.00 am CST and every Sunday from 3.00 am to 8.00 am CST.

6.2 The Subscriber Organization acknowledges that the Subscription Services may not be available for access during any equipment or Subscription Service malfunction or breakdown, electrical storm, electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, computer virus, terrorist disruption, or other cause whether or not within Millennium's control.

6.3 Millennium reserves the right to establish or modify general practices and limits concerning use of the Subscription Service, including without limitation the maximum number of days that Content or Data will be retained by the Service and the maximum storage space that will be allotted on Millennium's servers for use by the Subscriber Organization.

6.4 Millennium reserves the right to modify this Agreement, and the software or policies associated with the Subscription Services, any time and shall notify the Subscriber Organization by sending an updated version of this Agreement to the Subscriber Organization at the address cited above.

6.5 Continued use of the Subscription Services by the Subscriber Organization following any modification shall be conclusively deemed an acceptance of all such modification(s) and the varied Agreement in its entirety.

6.6 Millennium reserves the right to modify, suspend or discontinue the Subscription Services or any portion thereof at any time, including the availability of any functional area of the Subscription Service and the Site and may do so without notice to the Subscriber Organization where:

- (a) Millennium's authority or license to use or provide the Subscription Services are withdrawn; and
- (b) Millennium determines in its reasonable discretion to discontinue provision of or access to any such Subscription Service or that such Subscription Service infringes the rights of a third party or exposes Millennium to liability to a third party or to liability for prosecution for an offence or liability to a statutory penalty.

6.7 Millennium may also impose limits on certain features and services or restrict access of the Subscriber Organization to parts of the Service without notice or liability. The Subscriber Organization is responsible for regularly reviewing this Agreement.

7. Termination of Agreement

7.1 This Agreement shall be come effective on the date of acceptance by the Subscriber Organization of these terms and conditions and shall continue until terminated as provided for in this Section 7.

7.2 Millennium, in its sole discretion and without notice may terminate the Subscription ID, Subscription Account and use of the Subscription Service by the Subscriber Organization and remove and discard any of the Data within the Subscription Service if:

- (a) The Subscriber Organization fails to comply with any provision of this Agreement;
- (b) the Subscriber Organization becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy laws; or
- (c) if the Subscriber Organization does not first log-on within 30 days after registration, or a period of 90 days has elapsed since its last log-on.

7.3 The Subscriber Organization may terminate this Agreement by delivery of a Termination Notice to Millennium and this Agreement shall be terminated 30 days after delivery of such Termination Notice ("Effective Date").

7.4 Upon termination of its Subscription Account, the right of the Subscriber Organization to use such Subscription account and the Subscription Service

immediately ceases and the Subscriber Organization agrees to stop all use of the Subscription Service and either return to Millennium or destroy all copies or portions (in any form) of all materials and/or Content provided on or through use of the Subscription Service. This section, however, specifically allows for the Subscriber Organization to possess and/or keep the printed paper hard copy version of forms, files, reports, and patient charts produced during the subscription.

7.5 Millennium shall have no obligation to maintain any Data stored in the account of the Subscriber Organization or to forward any Data to the Subscriber Organization or any third party beyond the period or time specified in section 4.3. Termination of this Agreement will not relieve the Subscriber Organization of any liabilities or obligations accrued on or before the date of such termination, or limit any other remedies available to Millennium arising out of any breach of this Agreement.

7.6 If Millennium terminates this Agreement based on a breach of any portion of this Agreement, Millennium reserves the right to refuse to provide Subscription Service to the Subscriber Organization in the future.

8. Security

8.1 The Subscriber Organization agrees to use third party software including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol required by HIPPA and used by Millennium, and to follow Millennium's log-on procedures for the Subscription Service that support such protocols.

8.2 The Subscriber Organization acknowledges that Millennium is not responsible for notifying it of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

8.3 The Subscriber Organization acknowledges, that while of minimal probability, that it is possible that electronic communications transmitted through the Subscription Service may be accessed by unauthorized third parties when communicated between the Subscriber Organization and Millennium using the Internet, other network communications facilities, telephone or any other electronic means.

9. Intellectual Property Rights.

9.1 Except for the licenses granted herein, the Subscriber Organization has no right, title or interest in or to the Subscription Service or any Content, and Millennium retains all proprietary right, title and interest, to Intellectual Property Rights, with respect to the Site, attaching to any software associated with the Subscription Service, the Service itself, and the Content.

9.2 The trademarks, logos, and service marks (collectively, the "Marks") displayed on the Site are registered and unregistered Marks owned by Millennium and others. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Mark displayed on the Site without the written permission of Millennium or such third party that may own the Marks displayed on the Site. The misuse of the Marks by the Subscriber Organization and its Providers, or any other content on the Site, except as provided in this Agreement, is strictly prohibited.

9.3 The Subscriber Organization acknowledges that Millennium has the right to use opa.okmis.com, okmis.com, and millenniuminformationsys.com (the "Site"), or any other domain names as offered by Millennium from time to time.

9.4 In the event that the Subscriber Organization requests modifications or enhancements to the Site or the Subscriber Service, then all Intellectual Property Rights attaching to the modifications or enhancements shall accrue exclusively to Millennium and shall be governed by the provisions of this Agreement.

9.5 The Subscriber Organization acknowledges that any and all interventions, improvements, developments, discoveries, copyrightable works, patentable works, or contributions thereto, including, without limitation, any written works, software products or codes, images, designs, and/or instructions, whether or not they are the subject of patent or copyright or other proprietary rights protection under any federal, state, local or foreign law(s), which are created in whole or part by the Subscriber Organization during the Term of this Agreement or relating in any way to the business of Millennium or to its subsidiaries or affiliates (hereinafter "Work Product") shall be the sole and exclusive property of Millennium (or other such person designated by Millennium) and shall belong to Millennium (or other such person designated by Millennium) free and clear from all right, title and interest of any other person, including, without limiting the generality of the foregoing, the Subscriber Organization. It is specifically agreed and understood that the Subscriber Organization shall not retain any right, title, interest or any right to use any such Work Product. The Subscriber Organization shall promptly and fully disclose the Subscriber Organization all such Work Product. Moreover, the Subscriber Organization conveys, transfers and assigns all rights, title and interest in and to any Work Product to Millennium, and further agrees to execute any written assignment or other agreement Millennium deems necessary at any time to effect the foregoing and to obtain or uphold, for Millennium benefit, all copyright, patent, and/or other rights of Millennium in such Work Product. Any designee of Millennium pursuant to this Section is a third party beneficiary of this Section.

10. Indemnity

10.1 The Subscriber Organization hereby agrees to defend, indemnify and hold Millennium (and its parents, subsidiaries, affiliates, officers, directors, shareholders,

employees, attorneys, and agents) harmless from and against any and all claims, demands, actions, proceedings, costs (including reasonable legal fees), damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with use of the Subscription Service (including the Content) by the Subscriber Organization and its Providers and violation of any law or third party rights, or breach of this Agreement.

10.2 The Subscriber Organization shall cooperate as fully as reasonably required in the defense of any claim made against Millennium.

10.3 Millennium reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Subscriber Organization and the Subscriber Organization shall not in any event settle any matter without the written consent of Millennium.

11. Disclaimer.

11.1 To the extent permitted by law, Millennium makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, correctness, availability, accuracy or completeness of the Subscription Service or any content.

11.2 Millennium does not represent or warrant that:

- (a) the use of the Subscription Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data,
- (b) the Subscription Service will meet the requirements or expectations of the Subscriber Organization,
- (c) any stored data will be accurate or reliable,
- (d) the quality of any products, services, information, or other material purchased or obtained by the Subscriber Organization through the Subscription Service will meet its requirements or expectations,
- (e) errors or defects will be corrected, or
- (f) the Subscription Service or the server(s) that make the Subscription Service available are free of viruses or other harmful components.

11.3 The Subscription Service and all content is provided to the Subscriber Organization strictly on an "as is" and "as available" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise,

including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, is hereby disclaimed to the maximum extent permitted by applicable law by Millennium.

11.4 Millennium will not review all the sites linked to the Site and is not responsible for the content of any off-Site pages or any other sites linked to the Site. Linking to any other off-Site pages or other sites is done at the Subscriber Organization's sole risk.

12. Liability

12.1 Millennium shall not be responsible for any unauthorized access to, or alteration of, transmissions or data; any material, information or data sent or received by the Subscriber Organization, regardless of whether the data is actually received by Millennium; or any transactions entered into by the Subscriber Organization through the Subscription Service or failure of the Subscriber Organization to abide by this Agreement.

12.2 Notwithstanding any provision contained in this Agreement, Millennium shall not be liable to the extent performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; terrorist acts; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; or federal, state or municipal action, statute, ordinance or regulation, or force majeure.

13. Limitation of Liability.

13.1 In no event shall Millennium's aggregate liability exceed the amount actually paid by the Subscriber Organization in the twelve (12) month period immediately preceding the event giving rise to the applicable claim.

13.2 To the maximum extent permitted by law, Millennium will not be liable under any contract, negligence, strict liability or other legal or equitable theory for (i) any indirect, punitive, special, exemplary, incidental or consequential damages (including, without limitation, any loss or corruption of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with, this Subscription Service, including but not limited to use by the Subscriber Organization or inability to use the Subscription Service, or for any content obtained from or through the Subscription Service, even if Millennium has been previously advised of the possibility of such damages or (ii) the cost of procuring substitute goods, services or technology.

13.3 These Terms and Conditions do not exclude any liability which any law requires Millennium to accept. If Millennium becomes liable for any breach of any such condition or warranty, Millennium's liability shall be limited at its option, to any one or more of the

following: in the case of services, to either supplying the services again or payment of the cost of having the services supplied again. In no case shall the services provided by Millennium be considered as a good.

13.4 Millennium does not warrant that the files, information, services or contents provided by the Subscription Service will be accurate, error free or suitable for any particular purpose. Under no circumstances shall Millennium be liable for any loss, damage or injury (including without limitation any loss of profits in direct consequential or incidental loss, damage or injury) arising from the use of the Subscription Service or the information obtained from it.

13.5 Millennium does not guarantee availability of access to the Subscription Service at any given time.

14. Jurisdiction

14.1 Millennium controls and operates this Subscription Service from its location in Oklahoma and is subject to the laws in force in the State of Oklahoma. Millennium makes no representation that the Subscription Service is appropriate or available for use in any other locations. If the Subscriber Organization uses the Subscription Service from outside Oklahoma, it is solely responsible for compliance with all applicable laws in jurisdiction in which it operates the Service.

14.2 This Agreement will be governed by Oklahoma law without regard to the choice or conflicts of law provisions of any jurisdiction. The sole jurisdiction and venue for all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service shall be the Courts of Oklahoma.

15. Notice.

15.1 Millennium may give notice by means of a general notice on the Subscription Service, electronic mail to the e-mail address of the Subscriber Organization on record in Millennium's account information, or by written communication sent by registered mail to the address of the Subscriber Organization on record in Millennium's account information.

15.2 The Subscriber Organization may give notice to Millennium (such notice shall be deemed given when received by Millennium) at any time by any of the following:

(a) electronic mail to: support@okmis.com;

(b) letter sent by confirmed facsimile to Millennium at the following fax number:
405/573-0404;

(c) letter delivered by nationally recognized overnight delivery service or registered mail, postage prepaid, to Millennium at the following address: Millennium Information Services, 4001 Knights Bridge, Norman, OK 73072.

(d) Notice shall be deemed given;

(e) twenty-four (24) hours after each respective email or facsimile is sent, or earlier if actually received earlier by the recipient, unless the sending party is notified that the email address is invalid or the transmission was not successful;

(f) five (5) days after posting; or

(g) one (1) day after deposit with the overnight delivery service.

16. General

16.1 Headings in this Agreement are for reference purposes only and shall not effect the interpretation or meaning of this Agreement.

16.2 No text or information set forth on any other purchase order, pre-printed form or document shall add to or vary the terms and conditions of this Agreement.

16.3 The English language version of this Agreement shall control.

16.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

16.5 No joint venture, partnership, employment, or agency relationship exists between the Subscriber Organization and Millennium as a result of this agreement or use of the Subscription Service.

16.6 Millennium may assign or otherwise transfer this Agreement, in whole or in part, in its sole discretion, upon notice to the Subscriber Organization.

16.7 The Subscriber Organization may not assign or otherwise transfer this Agreement, in whole or in part, without Millennium's prior written consent and any attempt to do so will be null and void.

16.8 The failure of Millennium to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Millennium in writing.

16.9 This Agreement comprises the entire agreement between the Subscriber Organization and Millennium and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

17. Definitions

In this Agreement the expressions defined below shall have the following meanings:

"Additional Users" means the person/s who are members of the Subscriber Organization business entity it authorizes to access the Subscription Service, and whose details are provided in the Subscriber Information;

"Agreement" means this Service Agreement between Millennium and the Subscriber Organization;

"ASP" means an applications service provider;

"Commencement Date" means the date an authorized representative of the Subscriber Organization indicates assent to the provisions of this Agreement by signature;

"Confidential Information" means any information disclosed by one Party to the other related to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one party to the other related to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the disclosing party within thirty (30) days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party. Notwithstanding the foregoing:

- (a) documentation, training materials, all confidential, unique and proprietary aspects of the Millennium business, affairs, products, services, customer lists and methodologies shall be deemed the Confidential Information of Millennium;
- (b) all confidential, unique and proprietary aspects of the Subscription Services, and its systems methodologies shall be deemed the Confidential Information of Millennium;
- (c) Confidential information does not, however, include any information which the recipient can conclusively establish:

- (d) was in the public domain at the time communicated to the recipient, or which becomes public through no fault of the recipient;
- (e) was obtained by the recipient from a third party which was not subject to a contractual or fiduciary duty not to disclose;
- (f) was independently developed, as evidenced by written records, prior to disclosure by the recipient without reference to any Confidential Information; or
- (g) the recipient can demonstrate was lawfully in its possession free of any duty to the disclosing party before the date of disclosure to the recipient by the disclosing party.

"Content" means without limitation, stories, articles, text, images, and other multimedia data, and the business process, procedures, methods and techniques embodied in the Subscription Service;

"Data" means the accounting data, information and any material that the Subscriber Organization submits to the Subscription Service;

"Future Rights" means jointly and severally all of those Rights (statutory and otherwise) comprised in the Intellectual Property Rights which may arise, be created, be granted or acquired in any way whatsoever in relation to the Improvements;

"Improvements" means in any jurisdiction, any improvement, modification, enhancement, derivative, application or use of the Service, conceived, created or arising during or subsequent to access by the Subscriber Organization to the Intellectual Property Rights;

"Intellectual Property Rights" means

- (a) jointly and severally any rights as they relate to the Confidential Information copyright, the design right, the patent right, the eligible layout right, trade secrets, know-how, any Improvements and the Future Rights;
- (b) all other rights resulting from intellectual activity in the literary, industrial, scientific or artistic fields, and
- (c) any application or right to apply for registration of any of the rights referred to in subclause (a).

"Marks" means the Millennium trademarks, service marks, logos, product and service names both registered and unregistered;

"Millennium" means Millennium Information Services, L.L.C.

"PIN" means your Personal Identification Number issued by Millennium;

"Registration Form" means the online form the Subscriber Organization must complete to become a Subscriber;

"Site" means the Millennium website found at URL opa.okmis.com, www.okmis.com, and www.millenniuminformationsys.com;

"Submissions" means any suggestions, ideas, feedback, recommendations, or other information provided by the Subscriber Organization that relates to the Subscription Service;

"Subscriber Information" means the information which must be provided to complete the Registration Form;

"Subscriber Account" means the account granted to the Subscriber Organization and each Provider or the Subscriber Organization to access the Subscriber Service, such that each individual shall have his/her own Subscriber Account;

"Subscriber ID" means the unique username, Digital I.D., token and PIN initially assigned to the Subscriber Organization by Millennium and then maintained by the Subscriber Organization.

"Subscription fees" means the fees payable by the Subscriber Organization for the license to access the Subscription Service as provided for by this Agreement;

"Subscription Service" means the business management applications delivered as services over the Internet and any modifications, updates, revisions, or enhancements to those services, and "Services" shall have the same meaning;

"Support Option" means the further services that Millennium may provide to the Subscriber Organization to assist it in its use of the Subscription Service. Such further services may be provided to the Subscriber Organization on the terms and conditions, and on payment of the fees, described in this Agreement.

"System Requirements" means the computer system requirements described at an attachment to this Agreement, if any.

"Termination Notice" means a written notice delivered to Millennium by the Subscriber Organization to terminate this Agreement.

Executed effective as of _____, between:

MILLENNIUM INFORMATION SERVICES

By: Wade L. Hamil, Ph.D.

By:

Chief Executive Officer

Millennium Information Services, LLC
