



This Software License and Services Agreement (the "**Agreement**") is made and entered into as of the date of the last signature below ("**Effective Date**") by and between CySolutions, Inc., a California corporation both having their principal places of business at 165 S. Kimball Avenue (P.O. Box 93132), Southlake, TX 76092 ("**Vendor**") and Collin County, Texas, a local government entity at 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071 ("**Client**").

This Agreement consists of this cover page and the following documents:

- Software License and Services Agreement
- Schedule A (Support Services Agreement)
- Schedule B (Statement of Work – Deployment Services)
- Schedule C (Business Associate Agreement)
- Schedule D (Collin County RFP 12108-10)
- Schedule E (CySolutions' Proposal in response to RFP 12108-10)
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Signing below indicates that you have read and agree to the terms of said documents.

WITNESS WHEREOF, the parties hereby indicate their acceptance of the terms of this Agreement by causing their duly authorized officers or representatives to execute this document as of the Effective Date.

CLIENT:
Collin County, TX

BY: Franklin Ybarbo
(Authorized Signature)

Frank Ybarbo
(Name)

Purchasing Agent
(Title)

12/16/10
(Date)

2010-2160-11-15

VENDOR
CySolutions, Inc.

BY: William J. Young
(Authorized Signature)

WILLIAM J. YOUNG
(Name)

PRESIDENT
(Title)

12/21/2010
(Date)

12/16/10
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SOFTWARE LICENSE AND SERVICES AGREEMENT

Definitions are in section 14

1. SOFTWARE

License; Content. Subject to the payment of all Fees due Vendor and subject to the terms and conditions of this Agreement, Vendor hereby grants to Client, and Client hereby accepts, a perpetual, non-transferable, non-sublicensable, non-exclusive license within the United States to use the Software specified in an Order Form subject to the applicable Order Form. If Client is granted a license to use the PS/CYS Software, Client shall also have a perpetual non-transferable, non-sublicensable, non-exclusive license within the United States to use and modify Content. Client shall not have the right to retain a third party to perform any modifications to the Content without the prior written consent of Vendor.

1.2 Authorized Users; Authorized Uses; Authorized Hardware. The license granted by this Agreement authorizes use of the Software only by Authorized Users for the internal business purposes of Client on the Authorized Hardware. Client shall not transfer, lease, loan, resell, distribute, or otherwise grant any rights in the Software in any form to any other party, including any commercial time-sharing, rental, or service bureau use.

1.3 Authorized Location. Client shall give Vendor six (6) weeks prior written notice before transferring the Software to any server not connected to the Client's computer network. Without such notice, Vendor may suspend Support Services.

1.4 No Modification or Reverse Engineering. Client shall not and shall not allow any third party to: (i) reverse engineer, reverse assemble, decompile, or otherwise attempt to derive the source code (or underlying structure or algorithms) from the Software or decode or decrypt any data files created by or associated with the Software; or (ii) alter, adapt, or modify the Software or otherwise create any derivative works from the Software (except the limited license granted to modify the Content).

Copy of the Software. Vendor shall furnish to Client one (1) copy of the Software listed in the applicable Order Form, which includes an electronic copy of the Documentation. Client shall not copy the Software or Documentation without the prior written consent of Vendor. Client shall not remove, modify, or obscure any copyright and other proprietary rights notices.

1.6 Acknowledgement of Vendor's Ownership Rights. Client acknowledges that the license granted under section 1.1 does not constitute a transfer or sale of Vendor's ownership rights in and to the Software, the Documentation, or the Content (or any modifications thereto). All right, title, and interest, including all intellectual property rights, in and to the Software, the Documentation, and the Content or any modifications thereto made by or for Client (including any copies or subsequent Releases) shall be, and will remain the exclusive property of Vendor or any third party from whom Vendor has licensed software or technology. Client further acknowledges that the Software, Documentation, Content, and the information therein is proprietary to Vendor and its licensors and comprises: (a) original works of authorship, including compiled information containing Vendor's or its licensors' selection, arrangement and coordination, and expression of such information; (b) confidential and trade secret information; and (c) information that has been created, developed, and maintained by Vendor or its licensors at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm Vendor or its licensors. This section shall apply to all Content whether or not it originated from Vendor's Content library.

2. SERVICES; HARDWARE; THIRD PARTY SOFTWARE; THIRD PARTY DATABASES

Subject to the terms and conditions of this Agreement and the execution of an applicable Order Form or statement of work, Client may purchase from Vendor certain Services, hardware, third party software, and third party databases. Vendor may sub-contract certain Services to Greenway.

3. FEES AND EXPENSES

3.1 Fees. Client shall pay to Vendor a Fee for the following items licensed or purchased pursuant to an executed Order Form or statement of work:

- Software licenses
- Support Services
- Deployment Services
- Transaction Services
- third party databases
- hardware and third party software
- other Services

Payment of Fees for, and acceptance of, Software delivered is not contingent upon the future delivery of any Software, additional Software functionality, or Services.

3.2 Expenses; Shipping Costs. Unless specifically stated in the Order Form, Client agrees to reimburse Vendor for all reasonable expenses, including travel and travel related expenses not to exceed \$1,800, incurred by Vendor in performing the Services. Client will pay all costs relating to the shipment of the Software, hardware, and materials.

3.3 Payment Terms. Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

3.4 Taxes. All Fees are exclusive of any and all taxes, duties, or levies assessed by applicable governmental authorities. All such taxes, duties, and levies (exclusive of any taxes based upon Vendor's income) shall be assumed by and paid for by Client.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence upon the Effective Date and continue in full force and effect unless terminated in accordance with this Agreement.

4.2 Bankruptcy. Either party may terminate this Agreement and any Software license granted hereunder by providing written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for the other party or its property; (ii) the other party makes a general assignment of all or substantially all of its assets or business for the benefit of its creditors; (iii) the other party commences or has commenced against it, proceedings under any bankruptcy law, which proceedings are not dismissed within sixty (60) days; or (iv) the other party ceases to do business.

4.3 Termination by Vendor. Vendor shall have the right to terminate this Agreement and any Software license granted hereunder in the event Client (i) commits a material breach of any of its obligations concerning scope of use or the protection of the Software and/or Documentation, intellectual property of Vendor, or Confidential Information; or (ii) materially breaches any of its obligations under any provision of this Agreement, which breach is not remedied by Client within thirty (30) days after receipt of written notice from Vendor.

4.4 Termination by Client. Client shall have the right to terminate this Agreement in the event that Vendor materially breaches any of its obligations under this Agreement, which breach is not remedied within thirty (30) days after receipt of written notice from Client. In addition, upon expiration of the initial Support Services term, Client may terminate this Agreement at any time upon thirty (30) days written notice to Vendor.

4.5 Rights Upon Termination. Termination of this Agreement or any Software license shall not limit either party from pursuing other remedies available to it (except where a sole remedy is specified), including injunctive relief, nor shall such termination relieve Client's obligation to pay all Fees, expenses, and costs that have accrued or are otherwise owed by Client to Vendor. The parties' rights and obligations under sections 1.4, 1.6, 4, 7, 8, 9, 11, 12, and 13 shall survive termination or

expiration of this Agreement.

5. ACCEPTANCE

Client shall evaluate the Software as delivered and installed by Vendor in accordance with the Implementation Plan stated in Schedule E and shall submit a written acceptance or rejection to Vendor during the Acceptance Period. Vendor shall notify Client when the Software has been installed at Client site. Failure by Client to deliver a written acceptance or rejection within the Acceptance Period shall be deemed an acceptance. If Client identifies an Error in the Software during the Acceptance Period, Client shall provide written notice thereof to Vendor, and Vendor shall use commercially reasonable efforts to promptly correct such Error and return the Software to Client. Upon such return, the foregoing acceptance procedures shall be repeated. In the event that Vendor is unable to correct an Error or replace the defective Software within a reasonable period of time after receipt of Client's written notice of rejection, Vendor shall refund any amount paid by Client for use of such Software. The foregoing states Client's sole and exclusive remedy with respect to any Software delivered by Vendor prior to Client's acceptance.

6. WARRANTIES

6.1 Software. Vendor warrants that the Software shall perform substantially in accordance with the accompanying Documentation, including the business requirements as stated in Schedule E, during the Warranty Period. The foregoing warranty shall be null and void if any Software is (i) modified or disabled by any party other than Vendor or its authorized representatives; (ii) used by Client in combination with hardware or software not supplied or authorized by Vendor; (iii) not utilized in accordance with the Documentation; or (iv) abused or damaged by Client.

6.2 Services. Vendor warrants that any Services provided hereunder shall be provided in a professional and workmanlike manner.

6.3 Hardware. Vendor shall pass through to Client any original manufacturers' warranties for hardware products acquired by Vendor for Client. Vendor does not make any warranties in connection with the Hardware and hereby expressly disclaims any warranties with respect thereto.

7. DISCLAIMERS

7.1 Third Party Databases; Data. Vendor shall not be liable for any specific settings or databases embedded within the Software. Vendor does not warrant the accuracy of codes or other data contained in the Software or any third party database incorporated into the Software. The clinical information contained in the Software, including that contained in the Content, or any third party database incorporated into the Software is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians or other healthcare professionals. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective in any given patient. Billing codes, including without limitation ICD, CPT, and E&M codes, which might be suggested by the Software are merely suggestions based upon the amount of documentation completed, and such codes are not intended to be a substitute for the healthcare professional's judgment. Client is responsible for ensuring that billing codes entered into the Content are appropriate for the level of documentation completed. Any hard copy documents or images that are scanned and saved as files within the Software, and any digital images imported as files into the Software, are to be used for documentation purposes only and not for diagnostic purposes. Vendor shall not be liable for the content, accuracy, clarity, or resolution of any scanned images or digital images.

7.2 Professional Duty. Client acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing such services. Client takes full responsibility for the use of information provided by the Software or any third party databases incorporated into the Software in patient care and acknowledges that the use of the Software or any third party databases incorporated into the Software is in no way intended to replace, or serve

as a substitute for, professional judgment. Vendor does not assume any responsibility for actions of Client which may result in any liability or damages due to malpractice, failure to warn, negligence, or any other basis. Client shall ensure that all healthcare professionals using the Software are aware of the limitations on the use of the Software.

7.3 General. NEITHER VENDOR NOR ITS LICENSORS WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SOFTWARE, CONTENT, OR SERVICES WILL MEET CLIENT'S REQUIREMENTS. EXCEPT AS SET FORTH ABOVE, VENDOR AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, THE CONTENT, AND/OR ANY MATERIALS OR SERVICES FURNISHED TO CLIENT UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE, DOCUMENTATION, OR SERVICES PROVIDED HEREUNDER.

7.4 Content. CONTENT PROVIDED AT DEPLOYMENT, VIA VENDOR'S CONTENT LIBRARY, OR OTHERWISE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLIENT EXPRESSLY AGREES THAT USE OF THE CONTENT IS AT CLIENT'S SOLE RISK. THE CONTENT MAY CONTAIN CONTENT UPLOADED BY USERS, AND SUCH CONTENT HAS NOT BEEN REVIEWED BY VENDOR. CLIENT UNDERSTANDS AND AGREES THAT CLIENT IS SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY OF CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY MEDICAL INFORMATION, DRUG AND DOSING INFORMATION, AND PROPER BILLING CODES CONTAINED IN THE CONTENT. VENDOR AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY CONTENT.

8. EXCLUSIVE REMEDIES

CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST VENDOR OR ITS LICENSORS FOR BREACH OF ANY OF THE WARRANTIES SET FORTH IN SECTION 6 SHALL BE FOR VENDOR, AT ITS OPTION, TO USE COMMERCIALY REASONABLE EFFORTS TO (A) CORRECT ANY ERROR IN THE SOFTWARE AS TO WHICH CLIENT HAS GIVEN VENDOR WRITTEN NOTICE; (B) REPLACE ANY DEFECTIVE SOFTWARE AS TO WHICH CLIENT HAS GIVEN VENDOR WRITTEN NOTICE; AND (C) RE-PERFORM ANY SERVICE PROVIDED BY VENDOR WHICH CLIENT REASONABLY DEEMS DEFICIENT AND AS TO WHICH CLIENT HAS GIVEN VENDOR WRITTEN NOTICE. IN THE EVENT VENDOR, IN ITS SOLE DISCRETION, DETERMINES THAT IT WOULD NOT BE COMMERCIALY REASONABLE TO CORRECT, REPLACE, OR RE-PERFORM ANY DEFECTIVE SOFTWARE OR DEFICIENT SERVICE, CLIENT SHALL BE ENTITLED TO A REFUND OF FEES PAID TO VENDOR FOR ANY SUCH SOFTWARE OR SERVICE.

9. LIMITATION OF LIABILITY

9.1 General. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VENDOR OR ANY OF ITS LICENSORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO VENDOR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. IN NO EVENT SHALL VENDOR OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES CAUSED BY ANY VIRUSES, TROJAN HORSES OR OTHER SIMILAR CODE, OR ANY DENIAL-OF-SERVICE ATTACKS OR ANY UNAUTHORIZED ACCESS TO CLIENT'S SYSTEM BY UNRELATED THIRD PARTIES. IN NO EVENT SHALL VENDOR OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA OR OPPORTUNITIES, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY, OR

OTHERWISE, AND WHETHER OR NOT VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Data. Client agrees to perform periodic backups of the data in the software database so that the likelihood of data loss is minimized. Vendor may provide Client guidelines for proper data backup; however, (i) Client shall be solely responsible for performing backups, and (ii) without limiting the generality of section 9.1, Vendor shall in no event be liable for any lost data, re-run time, inaccurate input, work delays, or lost profits resulting from Client's use of the Software or failure to backup data.

10. INDEMNIFICATION

10.1 Indemnity by Vendor. Vendor shall indemnify, defend, and hold harmless Client from and against any and all damages and costs finally awarded for direct infringement of any valid United States patent, trademark, trade secret, copyright, or other intellectual property right of a third party in any suit based upon the proper use by Client of the Software under the license by Vendor hereunder, where Vendor is the infringer with respect thereto. Vendor shall be relieved of the foregoing obligation unless: (a) Client notifies Vendor promptly in writing of any alleged infringement of which Client becomes aware; (b) Client gives Vendor sole authority to control fully the defense and settlement of any infringement claim; and (c) Client furnishes all reasonable assistance and provides all appropriate documentation in its possession requested by Vendor.

10.2 Exclusions. Notwithstanding the foregoing, Vendor shall have no obligation to indemnify Client pursuant to this section 10 with respect to any infringement or alleged infringement resulting from (i) any modification to the Software made by any party other than Vendor or Vendor's authorized representatives; (ii) any unauthorized use of the Software by Client or any third party; (iii) failure of Client to use Releases provided by Vendor; (iv) any use of the Software in combination with other software, hardware, or data not supplied or authorized by Vendor; (v) Vendor's compliance with Client's designs, processes, or formulas.

10.3 Vendor Options. In the event of an infringement claim against Client with respect to the Software, or in the event Vendor believes such a claim is likely, Vendor shall have the option, at its expense, to (i) modify or replace the Software so that they are non-infringing; or (ii) obtain for Client a right to continue accessing the Software. If neither of the foregoing alternatives is commercially practicable, Vendor shall have the right to require the Client to return the Software, and Vendor shall refund to Client all Fees paid for such Software, and the license granted for such Software shall terminate with no continuing obligation or liability of Vendor to Client.

10.4 Sole Remedy. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF VENDOR FOR ANY THIRD PARTY CLAIM OF INFRINGEMENT AND IS IN LIEU OF ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, IN REGARD THERETO.

10.5 Indemnity by Client. To the extent allowable by law, Client shall indemnify, defend, and hold harmless Vendor from and against any and all damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of (i) Client's failure to comply with all applicable laws, rules, and regulations, or (ii) Client's breach of any of the provisions of this Agreement. Vendor shall provide Client with (a) prompt written notice of any such claim of which Vendor becomes aware; (b) all reasonable assistance and documentation in Vendor's possession requested by Client to defend such claim; and (c) control over the defense and settlement of such claim, provided that Client shall not agree to any settlement or other disposition that imposes any obligation on Vendor.

11. CONFIDENTIAL INFORMATION

Client acknowledges that the Software, the Documentation, and the Content contain Vendor's and/or its licensor's proprietary information and Confidential Information. Each party shall treat as confidential all Confidential Information of the other party and Greenway, will not use

such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse, or removal of the other party's or Greenway's Confidential Information, and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care.

12. AUDIT

During the term of this Agreement and for a term of one (1) year after termination, upon reasonable notice, Vendor may perform reasonable audit and inspection procedures to confirm Client's compliance with the terms and conditions of this Agreement, including, but not limited to, provisions relating to scope of use of the Software and protection of Confidential Information. Client shall reasonably cooperate in any such inquiry, which may be conducted in person or remotely.

13. GENERAL PROVISIONS

13.1 Applicable Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the substantive laws of the State of Texas, without reference to its conflict of laws principles.

13.2 Exclusive Jurisdiction and Venue. Any action of any kind by any party against another party arising as a result of this Agreement may only be brought in the state and federal courts of competent jurisdiction of Collin County, State of Texas, and the parties hereby submit to the exclusive jurisdiction and venue of such courts for such purposes.

13.3 Assignment. Client may not sell, pledge, assign, sublicense, or otherwise transfer or share its rights or delegate its obligations under this Agreement without the prior written consent of Vendor, which consent shall not be unreasonably withheld. Any attempted sale, pledge, assignment, sublicense, or other transfer in violation hereof shall be void and of no force or effect. Any authorized assignment by Client hereunder will be invalid unless the assignee agrees in writing to be bound by and to perform all obligations and terms of this Agreement. Vendor may assign its rights and delegate its duties hereunder at any time without the consent of Client.

13.4 Public Reference. Client consents to the public use of its name as a Client of Vendor.

13.5 Notice. Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt. Notice is effective upon receipt.

13.6 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such party provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay.

13.7 Entire Agreement/Miscellaneous. This Agreement, and all schedules, Order Forms, and statements of work, including Schedules A – E, constitute the sole and entire agreement of the parties with respect to the subject matter hereof and supersede any prior oral or written promises or agreements. There are no promises, covenants, or undertakings other than those expressly set forth in this Agreement, and all schedules, Order Forms, and statements of work. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement. This Agreement may not be modified or amended except by a writing, which is signed by authorized representatives of each of the parties. The failure of either party to

exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or of any other term of the Agreement. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force.

13.8 Relationship. The relationship between Vendor and Client shall be solely that of independent contractors with respect to each other in carrying out this Agreement.

13.9 Equitable Remedies. The parties recognize that money damages shall not be an adequate remedy for any breach or threatened breach of any obligation hereunder by Client involving, without limitation, intellectual property, Confidential Information, or use of the Software beyond the scope of the license granted by this Agreement. The parties therefore agree that in addition to any other remedies available hereunder, at law or otherwise, Vendor shall be entitled to an injunction against any such continued breach of such obligations.

13.10 Third Party Beneficiary. Greenway shall be deemed an intended beneficiary of this Agreement.

13.11 Export Regulations. Client shall not export, re-export, or transfer the Software or Documentation, except as authorized by Vendor and in accordance with the U.S. export control regulations and other applicable laws. Client is advised that the Software and the Documentation are subject to the U.S. Export Administration Regulations. Client agrees not to export, re-export, import, or transfer the Software or the Documentation contrary to U.S. or other applicable laws, whether directly or indirectly, or assist or facilitate others in doing any of the foregoing. Client represents and warrants that (a) neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked, or denied its export privileges, (b) Client is not a government end user, and (c) Client is not located in, a resident of, or a citizen of, Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods. Client agrees not to use or transfer the Software for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

14. DEFINITIONS

The following definitions shall apply to this Agreement, including all schedules, Order Forms, and statements of work:

"Acceptance Date" shall mean the date on which Client accepts the installation of Software or on which the installed Software is deemed accepted.

"Acceptance Period" shall mean the thirty (30) day period after the Software has been installed at Client site by Vendor during which Client may test and evaluate the Software delivered by Vendor for Errors.

"Authorized Hardware" shall mean the computer hardware either purchased from Vendor or that meets the current minimum hardware specifications required by Vendor.

"Authorized Location" shall mean the location of the Software server as set forth in the Order Form.

"Authorized Users" shall mean employees of Client. For each user login licensed by Client, as specified in the Order Form, Client has the right to one unique named user in the database.

"Content" shall mean all system master files, templates, and reports that constitute a part of the PS/CYS Software, and the electronic documents, files, data, forms, and other materials contained in such master files and templates, including those from Vendor's Content library, whether or not they are subsequently modified by Client, and any such Content created after the Effective Date by or for Client in accordance with the terms of this Agreement or any related agreement. Content does not include patient specific health information or data.

"Confidential Information" shall mean any information relating to, or disclosed in the course of, this Agreement, which is designated as 'confidential' or 'proprietary' or some similar designation or information which is or should be reasonably understood to be confidential or proprietary to the disclosing party. Confidential Information includes but is not limited to the Software, the Documentation, the Content, the terms and pricing under this Agreement, business strategies, specifications, technical data, and all Order Forms. Confidential Information shall not include information (a) already known to either party at the time of receipt thereof from the other; (b) that was readily available to the general public at the time of receipt thereof from the other; (c) that subsequently becomes known to the general public through no fault or omission on the part of the party receiving such information; (d) that is subsequently disclosed by a third party which has a bona fide and legal right to make such disclosure; or (e) that is required to be disclosed by a court of competent jurisdiction or other governmental authority or pursuant to applicable law, provided that the receiving party shall give prompt notice to the disclosing party prior to any such disclosure and reasonably assist the disclosing party in seeking a protective order.

"CySolutions" shall mean CySolutions, Inc., 165 S. Kimball Avenue (P.O. Box 93132), Southlake, TX 76092, USA and its wholly-owned subsidiary, Chorus, Inc., a Delaware Corporation, located at the same address.

"Deployment Services" shall mean the deployment and training services set forth in Schedule B and the applicable Order Form.

"Documentation" shall mean the user manual(s) for use of the Software. Documentation is provided in electronic form, incorporated into the Software.

"Error" shall mean any reproducible failure or inability of the Software to perform any material function set forth in the Documentation when the Software is used on the Authorized Hardware.

"Fee(s)" shall mean any and all fees for licensing Software and purchasing Services, hardware, third party software, and third party databases, as specified in an Order Form or statement of work.

"Greenway" shall mean Greenway Medical Technologies, Inc., 121 Greenway Blvd, Carrollton, GA 30117, USA.

"Order Form" shall mean the order form provided by Vendor to Client pursuant to which Client orders Software, Services, hardware, third party software, or third party databases under this Agreement.

"PS/CYS Software" shall mean the PrimeSuite Software which is a product of Greenway as modified by CySolutions, as well as are other companion software products developed exclusively by CySolutions as described in the Order Form.

"Release" shall mean any version, update, release, patch, or enhancement of the Software, including any software provided for the purpose of improving the functions or performance of the Software, changing the intellectual property contained in the Software, expanding the capability or ease of operation of the Software, or for the purpose of fixing errors in program logic, together with Documentation.

"Services" shall mean any professional services set forth in a statement of work or Order Form, provided by Vendor to Client, including, but not limited to, Deployment Services, Support Services, Transaction Services, and interface development.

"Software" shall mean the machine-readable object code of the computer software program or programs described in the Order Form (including the Content and any modifications thereto, if Client is granted a license to use the PS/CYS Software) and any additional Releases.

"Support Services" shall mean the support services for the Software set forth in Schedule A and the applicable Order Form.

"Transaction Services" shall mean the services set forth in Schedule A, section 10 and the applicable Order Form.

“Warranty Period” shall mean the one hundred eighty (180) day period

following the Acceptance Date.

SCHEDULE A - SUPPORT SERVICES AGREEMENT

1. SUPPORT SERVICES

Vendor shall provide Support Services set forth below to Client for Software listed in an Order Form, so long as Client has paid the applicable Fees and is not in breach of any provision of the Agreement.

1.1 Software Support. Vendor shall perform the following Software support services: (i) assist Client in diagnosing reported Errors; and (ii) provide technical services to Client to attempt to correct diagnosed Errors. Software support includes support of Content. To the extent that the Software contains functionality to export data from the Software to certain third party software packages (e.g. MS Excel and Word), Software support will include support of the Software's export functionality only. Vendor must consent in writing prior to the addition to or use of any software on the Software server(s). If an Error is diagnosed by Vendor as being caused by unauthorized software on the Software server(s) or workstations, Vendor shall have no obligation to provide Support Services for such Error. If Vendor elects, at its option, to provide Support Services in connection with such an Error, Client shall be billed additional charges in accordance with Vendor's then current time and materials support policy.

1.2 Hardware Support. Problems diagnosed by Vendor as hardware problems will not be covered by Support Services; provided, however, that Vendor shall pass through to Client any original manufacturer's warranties for hardware products in accordance with section 6 of the Agreement. If no manufacturer's warranty is available, Vendor may, at its option, agree to provide hardware support to Client on mutually agreeable terms.

1.3 Work Not Covered. The following items are outside the scope of Support Services and are subject to additional charges billable in accordance with Vendor's then current time and materials support policy: All time associated with problems or service calls that arise from: (i) Client's negligence; (ii) alterations made or damage caused by parties other than Vendor or its authorized representatives; or (iii) the combination of Software with other software or hardware not purchased through or authorized by Vendor.

2. DUTIES OF CLIENT (Sections 2.1 and 2.2 shall not apply to Clients hosted by Vendor)

2.1 Site Access. Client shall provide Vendor with access at the site to the Software and hardware and data files with sufficient workspace required to perform the Support Services. Client shall also provide sufficient electrical current, telephone, and power outlets for Vendor's use in performing Support Services.

2.2 VPN. Client shall supply Vendor with access to the Software and hardware and data files through a managed VPN tunnel. Client shall be responsible for ISP connectivity and router/VPN management at Client's site. If such connectivity becomes unavailable, Client shall supply access through telephone line(s) and modem(s) with a minimum speed of 28.8 kilobaud of bandwidth per second.

2.3 System Administrator. Client shall designate a system administrator. The system administrator must have a working knowledge of the Software and Client data files and shall generally be responsible for computer system backups, user access, and recording and reporting Errors and other problems. The system administrator must attend the entire administrative overview training session.

2.4 PrimeSuite Clinical Administrator. Client shall designate a PrimeSuite clinical administrator. The PrimeSuite clinical administrator must have a working knowledge of the clinical module of the PS/CYS Software and Client data files and shall generally be responsible for template set-up, template management, and recording and reporting Errors and other problems. The PrimeSuite clinical administrator must attend the entire PrimeSuite Clinical administrative overview training session.

HOURS OF COVERAGE

3.1 Principal Period of Support. The principal period of support ("PPS") is a nine (9) hour period beginning at 8am Client's local time and ending at 5:00pm Client's local time (Monday through Friday, excluding holidays) for Client's in the contiguous United States. Client's local time shall mean the time zone of Client's Authorized Location.

3.2 Emergency Support Services. Support Services will be available in case of emergency for verifiable, high severity level Errors from 6:00pm to 8:00am Client's local time (Monday through Friday, and 24 hours a day on weekends and holidays). Emergency notification shall be by pager through the help desk telephone line. Vendor shall use commercially reasonable efforts to return Client's call within 20 minutes of Client calling the help desk.

3.3 Hourly Support Service. Other than as set forth in section 3.2 above, Support Services that are performed outside of the PPS, at the request of the Client, or that are outside the scope of, or in addition to, the Support Services detailed herein, shall be deemed hourly service, and Client shall be billed in accordance with Vendor's then current time and materials support policy. Upon Client's request, Vendor shall provide a written estimate of the cost to perform the work prior to beginning work on any task that is being billed in accordance with Vendor's time and materials support policy.

4. PROCEDURES

4.1 Help Desk. Requests for Support Services will be directed to Vendor customer support by calling the help desk telephone line or by sending an email or submitting a web form request to the help desk, if such Internet contact methods are available. If, during the PPS, Vendor customer support personnel are unavailable to answer Client's call or immediately respond to Client's submission of email or web form requests, Vendor shall use commercially reasonable efforts to respond to Client within 20 minutes of Client contacting the help desk. Vendor will work with the Client to categorize the reported problems by severity and update the customer support problem-reporting database as appropriate. Vendor will use commercially reasonable efforts to resolve requests for Support Services reported by Client during the PPS in accordance with the severity matrix below, which severity level shall be finally determined by Vendor. The resolution times set forth in the chart below are target times only, and cannot be guaranteed.

4.2 Authorized Contact People. Client may designate up to a maximum of three (3) authorized contact people per Client account. Additional contact people shall result in an additional charge to the Client. Client shall provide to Vendor a list of its authorized contact people at the conclusion of the training period. Client must give Vendor prior notice of any proposed changes to the list of authorized contact people. The three (3) initial authorized contact people and any replacement contact people will not be authorized to contact the help desk until they have received the proper training from Vendor, at no additional expense to the Client.

5. SUPPORT SERVICES TERM

Payment of the Fee for Support Services when due shall entitle Client to receive Support Services. The Support Services term shall commence upon the Acceptance Date and continue through September 30, 2011 unless terminated in accordance with this section or section 4 of the Agreement. Upon expiration of the initial Support Services term, the Support Services term shall automatically renew for successive one (1) year periods unless, not later than thirty (30) days before expiration of the then current term, a party gives written notice to the other party of its intent not to renew.

6. SUPPORTED SOFTWARE

Vendor provides Support Services for the most recently released version of the Software and the next prior version and ceases Support Services for earlier versions. Client acknowledges and agrees that it may be necessary to update its computer hardware and/or operating system to achieve compatibility with the currently supported version.

7. SOFTWARE RELEASES

Subject to Client's payment of the Fees for Support Services and compliance with all terms of the Agreement, Vendor will furnish to Client and install Releases that are issued by Vendor during the term.

CONTENT LIBRARY

During the Support Services term or any renewal thereof, provided that Client has paid all Fees due for Support Services, Client shall have access to Vendor's Content library.

9. THIRD PARTY DATABASES

During the Support Services term or any renewal thereof, provided that Client has paid all Fees due for Support Services, Client may purchase certain third party databases pursuant to an applicable Order Form. Such third party databases will be periodically updated during the Support Services term or any renewal thereof, provided that Client has paid all Fees due for Support Services and such third party databases.

10. TRANSACTION SERVICES

During the Support Services term or any renewal thereof, provided that Client has paid all Fees due for Support Services, Client may purchase the Transaction Services set forth below, pursuant to an applicable Order Form.

10.1 Transaction Types. Upon timely receipt of properly entered, formatted, and coded data files, documents, balancing totals, or other required information from Client, as applicable, Vendor will conduct the transactions listed below, if purchased by Client pursuant to an Order Form:

10.1.1 Electronic Claims. Vendor shall process and submit Client's Claims directly to the appropriate payor, designated intermediary, or through a clearinghouse, at Vendor's discretion, via electronic transmission or other appropriate medium, in lieu of processing paper claims under section 10.1.2 below, provided such payor, designated intermediary, or clearinghouse agrees to accept Client's electronic claims when submitted by Vendor.

1.2 Paper Claims. Claims not covered by section 10.1.1 above shall be processed and printed on paper by Vendor or Vendor's agent using the standard HCFA 1500 or other appropriate form.

10.1.3 Patient Statements. Vendor or Vendor's agent shall process

and mail Client's electronic patient statement files to the patients.

10.1.4 Electronic Remittance Advices. Provided this service is available in Client's area, Vendor shall process Client's electronic remittance advices ("ERAs") received from participating payors, directly or through a clearinghouse, at Vendor's discretion, and post such ERAs to Client's system.

10.1.5 Eligibility. Provided this service is available in Client's area, Vendor shall process Client's eligibility requests either directly, through a clearinghouse, or through a direct data entry link within the Software, at Vendor's sole discretion.

10.2 Transaction Services Fees. Transaction Services fees shall be invoiced to Client monthly beginning with Vendor's processing of Client's actual transactions, and Client shall pay such fees in accordance with the terms of the Agreement and applicable Order Form. Client's Transaction Services fees are set forth in the applicable Order Form and are subject to change as set forth in section 3 of the Agreement. Vendor reserves the right to suspend provision of Transaction Services because of nonpayment of sums owed to Vendor that are undisputed and thirty (30) days or more past due.

10.3 Transaction Services Terms and Conditions. Client represents that it has complied with all applicable laws and regulations (including any confidentiality requirements) and obtained the proper authorizations, if any, required by law to permit Vendor to provide the Transaction Services. Client shall be solely responsible for the accuracy and integrity of all information provided by Client to Vendor, and Vendor shall have no obligation to verify, check, inspect, or correct information supplied by Client to Vendor. Vendor shall not be responsible for record keeping or security backup of any transaction information, or for loss of data. Transactions rejected by a payor, a clearinghouse, or by Vendor for any cause not attributable to fault by Vendor must be corrected and resubmitted by Client at Client's expense. Client acknowledges that future changes in paper or electronic transactions or in a payor's information or format requirements may require Vendor or Client to generate additional or different information, to use different formats, to reprogram software, and/or to incur delays in the provision of the Transaction Services. Accordingly, Client and Vendor agree that this statement of work shall be amended as is reasonably necessary to accommodate said changes.

SUPPORT SERVICES SEVERITY MATRIX

Severity	Definition	Target Resolution	Actions
High	Error that renders the Software inoperative or causes the Software to fail catastrophically.	Within 4 business hours	Vendor shall promptly initiate the following procedures upon confirmation of the defect by Vendor: (1) assign a senior customer support representative to correct the Error; (2) notify senior Vendor management that a high severity defect has been reported and that steps are being taken to correct the defect; (3) provide Client with periodic reports on the status of the resolution; and (4) commence work to provide Client with a workaround or fix.
Medium	Error that materially restricts Clients use of the Software.	Within 1 business day	Vendor shall assign customer support to correct the Error, provide Client with periodic reports on the status of the resolution, and use commercially reasonable efforts to include the fix for the Error in the next Release.
Low	Error that causes only a minor impact on Client's use of the Software and/or an Error for which a workaround is available.	Within 3 business days	Vendor shall assign customer support to correct the Error, provide Client with periodic reports on the status of the resolution, and may in its discretion include the fix for the Error in the next Release.

SCHEDULE B - STATEMENT OF WORK – DEPLOYMENT SERVICES

Vendor will perform Deployment Services for PS/CYS Software according to the terms and conditions below and the applicable Order Form, so long as Client has paid the applicable Fees. Deployment of CYS Software will be conducted as follows:

1. STAGE ONE – PRIMESUITE PRACTICE DEPLOYMENT

1.1 Project Plan Development and Client Assessment. Vendor will perform an assessment of Client needs and develop a project plan specific to those needs.

1.2 Training. Training will be provided to Client in two stages. First, Client's system administrator shall attend administrative overview training, which will include an overview of the Software and training on system set-up procedures, which will be conducted in two parts: technical and subject matter expert. Second, Client's end users will attend end-user training, which will include short sessions focusing on end-users' use of the Software.

1.3 Administrative Set-Up. Administrative set-up consists of Software set-up, including the set-up of Client fee schedules and contracts.

1.4 Quality Assurance and Go-Live. Quality assurance and go-live consists of final testing and launch of the Software.

2. STAGE TWO – PRIMESUITE CHART DEPLOYMENT

Stage II deployment of PrimeSuite will consist of the following:

2.1 Project Plan Development and Client Assessment. Vendor will perform an assessment of Client needs and develop a project plan specific to those needs.

2.2 Training. Training will be provided to Client in two stages. First, Client's system administrator shall attend administrative overview training, which will include an overview of the Software and training on system set-up procedures, which will be conducted in two parts: technical and subject matter expert. Second, Client's end users will attend end-user training, which will include short sessions focusing on end-users' use of the Software.

2.3 Administrative Set-Up. Administrative set-up consists of Software set-up in the existing production environment, including master files and standard Vendor templates.

2.4 Quality Assurance and Go-Live. Quality assurance and go-live consists of final testing and launch of the Software.

3. CLIENT RESPONSIBILITIES

To accomplish these deployment tasks within the time estimated by Vendor, Vendor requires the following information and/or assistance from Client:

3.1 Scheduling Reports. Client must provide to Vendor scheduling reports for Vendor to enter appointments into the Software.

3.2 Contracts and Fee Schedules. All contracts and fee schedules must be provided to Vendor.

3.3 Insurance Carriers. All insurance carrier information, including contact names and addresses, must be provided to Vendor.

3.4 Appropriate Resources. Client will provide appropriate resources and personnel throughout the deployment process.

3.5 Project Coordinator. Client must designate a "project coordinator," who will be responsible for ensuring that all requested documentation is provided to Vendor in a timely manner. Client's project coordinator will be the key point of contact for Vendor. The project coordinator, or a designee thereof, must attend all status update meetings between Client and Vendor.

3.6 Network. Client is responsible for ensuring that a computer network is installed and tested prior to deployment.

4. FEES AND DELIVERABLES

Client purchased the number of deployment hours set forth in the applicable Order Form. If deployment is completed in less time than the amount purchased, Client shall be credited the pro-rated dollar amount for such unused deployment hours, which credit may be used for future deployment or training services. If Client requires additional deployment hours, such time shall be made available to Client at Vendor's then-current rates. Any Client caused delays while Vendor is on-site shall count against the number of deployment hours purchased by Client.

5. INTERFACES

Any interfaces to be developed by Vendor for Client shall have the scope of work and Fees for such interface development set forth in a separate statement of work or Order Form.

6. DATA MIGRATION

6.1 Financial. Vendor might agree to perform migration of demographic and balance forward data from Client's current system to the Software for an additional charge. Client will provide resources and personnel to complete all programming or reports necessary for data extraction, in the necessary formats, for the purpose of such data migration. Client should work down existing balances (i.e. all patient balances, credit balances, insurance balances, etc.) in its legacy system prior to and immediately after go-live of the Software.

6.2 Clinical Templates. Migration of clinical templates currently maintained by Client, if any, will be at the sole discretion of Vendor and subject to additional charges. Such migration will only be possible if Client's templates are available in spreadsheet format, were developed by Client for Client's own use, and the intellectual property rights in such templates have not been assigned to any third party.

6.3 Clinical Data. Vendor might agree to perform migration of clinical data from Client's current system to the Software for an additional charge. Client will provide resources and personnel to complete all programming or reports necessary for data extraction, in the necessary formats, for the purpose of such data migration. Charges from Client's current system vendor might also apply. Vendor assumes no responsibility for the quality or integrity of data migrated into the Software.

7. TERM

The Deployment Services term shall commence upon the Acceptance Date and continue until final completion of the Deployment Services.

SCHEDULE C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made and entered into as of the date of the Agreement by and between Vendor ("Business Associate") and the Client ("Covered Entity").

1. DEFINITIONS

Capitalized terms used but not otherwise defined in this BAA or the Agreement shall have the same meaning as those terms in 45 CFR sections 160 and 164.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees not to use or further disclose Protected Health Information ("PHI") other than as permitted or required by this BAA or as Required By Law.

2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA.

2.3 Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this BAA.

2.4 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees in writing to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.

2.5 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a reasonable time and manner for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.7 Business Associate agrees to provide to Covered Entity in a reasonable time and manner information collected in accordance with section 2.6 of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.8 To the extent that Business Associate maintains PHI in a Designated Record Set, as defined at 45 C.F.R. § 164.501, Business Associate agrees to provide Covered Entity, upon request, in a reasonable time and manner, PHI maintained or created by Business Associate, so Covered Entity can respond to a request by an Individual for access to inspect and obtain a copy of PHI in accordance with 45 C.F.R. 164.524.

2.9 To the extent that Business Associate maintains PHI in a Designated Record Set, as defined at 45 C.F.R. § 164.501, Business Associate agrees to provide Covered Entity, upon request, in a reasonable time and manner, PHI maintained or created by Business Associate, so Covered Entity can respond to a request by an Individual for amendment to the PHI and if requested by Covered Entity to incorporate any amendments to the PHI maintained by the Business Associate in accordance with 45 C.F.R. 164.526.

2.10 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.11 Business Associate agrees to report to Covered Entity any security incident of which it becomes aware that involves Covered Entity's Electronic PHI.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

4. TERM AND TERMINATION

4.1 Term. The term of this BAA shall be effective as of the Effective Date of the Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA and the Agreement if Business Associate does not cure the breach or end the violation within a reasonable time period, or immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and cure is not possible.

5. EFFECT OF TERMINATION

5.1 Except as provided in section 5.2, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

5.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. MISCELLANEOUS

6.1 Regulatory References. A reference in this BAA to a section in the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

6.3 Survival. The respective rights and obligations of Business Associate under section 5 of this BAA shall survive the termination of this BAA.

6.4 Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.