IHS NON-EXCLUSIVE LICENSE AGREEMENT

On this the 1ST day of January, 2014 (hereinafter, "Effective Date"), Wise County, Texas (hereinafter, "County" or "Licensee"), and Indigent Healthcare Solutions, Ltd. , having offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304 (hereinafter, "IHS") (County or IHS may individually be referred to as "Party" or the County and IHS may collectively be referred to as "Parties") enter into this IHS Non-Exclusive License Agreement (hereinafter, "Agreement" or "License Agreement") for the use of IHS software programs and related materials (hereinafter the "Programs") for the designated data processing system of the County (hereinafter the "Hardware").

1.0 DEFINITIONS

1.01 **"Programs"** shall include each software program identified in **Exhibit 1** ("Departments and Users") to this License Agreement and associated documents, including but not limited to executable modules, user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.

1.02 **"Licensee"** shall mean the County, including but limited to the individual County Departments specifically identified in **Exhibit 1** ("Departments and Users") that are authorized by this License Agreement to use one or more of the Programs.

1.03 **"Department"** shall mean a particular specifically identifiable sub-unit of the County, for example, a distinct department, division or physical office of the County; or an independently elected official, or a distinct department, division or physical office operating under that elected official and subject to that elected official's supervision or authority.

1.04 **"Department Program"** shall mean the specific Program(s) that a particular Department is authorized to use or access under this License Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**.

1.05 **"User"** shall mean a particular individual person that is authorized to use or access a particular Department Program under this License Agreement.

1.06 **"User Number" and "Concurrent User"** The County has the right to permit access and use of the Program(s) by authorized County employees, up to the User Number specified in **Exhibit 1** hereto for the applicable Program; *provided*, that no more than the Concurrent User Number may access or use the particular Program(s) at any given time. The Client shall assign a unique User Identification Number to each authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

1.07 **"Public Records Law"** shall mean Texas Statutes; or, as applicable, the federal Freedom of Information Act.

2.0 LICENSE

2.01 **Grant of license**

IHS hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in **Exhibit 1** (Software Provided Release 10) hereto and incorporated herein, subject to payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Program modules identified in **Exhibit 1** that are specific to that Department for the number of Users identified in **Exhibit 1** that is specific to that Department for that Department Program, and for the number of Access Points identified in **Exhibit 1** specific to that Department for that Department Program. Each Licensee Department shall use its identified Department Program(s) and related materials in the regular course of its business only, within its normal capacity without abuse, and in the manner contemplated by this License Agreement.

2.02 **Ownership**

All right, title and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, IHS. This License Agreement does not create or transfer any right, title or interest in or to the Programs or any related materials in favor of Licensee or any third party.

2.03 **No alterations or derivative works without consent of IHS**

This License Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify or adapt the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as Licensee's Designee), inspect, work on, improve, reverse engineer, enhance, adapt, or develop the Programs or any of them, in any manner whatsoever (collectively "Alterations"), without express written permission from IHS. Licensee shall not make any replacements or substitutions to the Programs and related materials without the written consent of IHS. Any such replacements or substitutions, or any derivative works, in whole or part if incomplete, shall become the exclusive property of IHS and be subject to this License Agreement unless IHS and Licensee agree otherwise in writing.

2.04 **Ownership of alterations including derivative works**

If IHS consents to alterations to its intellectual property ("Alterations"), including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for IHS if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to IHS; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be

transferred and assigned by Lessee to IHS when applicable law recognizes the effectiveness of such transfer and assignment; and that (iv) that Licensee shall execute suitable transfer and assignment documents upon request by IHS and (v) otherwise provide all reasonable assistance to IHS or its designee in effecting the registration or recordation of such Alterations. Moreover, as appropriate, Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title and interest in and to the Alterations to IHS, including all proprietary and descriptive information related to the Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and/or by Licensee's Designee.

2.05 **No removal of proprietary legends or notices**
Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs and related materials.

2.06 **Licensee data**
Licensee retains all rights to its data. The data shall be exported in an ASCII format, or such other format as is appropriate for Licensee and which IHS is capable of producing; provided, that use of such non-ASCII format does not infringe any rights of IHS or any third party.

2.07 **No access by unauthorized persons or entities**
Licensee will not permit the Programs or related materials to be used, accessed, inspected, reviewed or viewed either directly or indirectly by any unauthorized person or entity.

2.08 **No sublicenses or unauthorized extensions of license**
Licensee may not grant sublicenses or other rights in or to the Programs to others, including Departments not expressly identified in **Exhibit 1**, or assign or transfer the License in whole or part, or any rights in or to the Programs, to any third party or other Licensee Department.

2.09 **Confidentiality; protection and non-disclosure**
Licensee recognizes and agrees that the Programs and related materials and information related to them, (i) are considered by IHS to be trade secrets, (ii) provided to Licensee in confidence; and (iii) are the exclusive and proprietary property and information of IHS. Licensee represents and warrants that it will not disclose Programs or any related materials or any other IHS confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties, directly or indirectly, without express written authorization from IHS. In the event a request is made for Licensee to disclose Programs or any related materials or information to a third party, Licensee promptly shall give written notice to IHS identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. IHS shall

determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under the Texas Public Records Law (the "Public Records Law") are subject to the provisions of Section 6.04 of this License Agreement.

2.10 **IHS right to terminate**
IHS shall have the right immediately to terminate this License Agreement without penalty or cost to IHS, and without further obligation of IHS to Licensee hereunder, should Licensee violate any of its provisions. Such termination shall be effective upon IHS's giving notice to Licensee under section 10.01.

3.0 LICENSEE FEES

The fees for this License Agreement shall be the amounts specified in **Exhibit 1** ("Departments and Users") hereto, to be paid over the term of this License Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Access Points within a Department, (ii) Departments, or (iii) Department Programs, or (iv) Increases in User Numbers or Concurrent User Numbers, may result in additional fees, including fees for additional installations or authorizations, and increases in any annual fees, as specified by IHS.

4.0 TERM AND TERMINATION

4.01 **Term**
This License Agreement shall come into and be in effect as of the Effective Date, and shall terminate (the "Initial Term") on the 1st day of January 2015 (hereinafter, "Initial Termination Date").

This Agreement shall automatically renew for successive terms of duration equal to the Initial Term ("Renewal Term") unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party; provided, however, that the total duration of this Agreement shall not exceed five (5) years or such other total duration as permitted from time to time under applicable law.

4.02 **Post-Expiration Assistance**
Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the Parties as provided in this Agreement, unless otherwise provided herein, IHS will assist in the transferal of the County's data files in the possession of the IHS pursuant to this Agreement, including conversion of such data to another data format usable by the county; provided, however, that use of such format does not infringe or compromise the proprietary rights of IHS or any third party.

The County shall be responsible for reasonable fees, to and for any costs or expenses incurred by IHS for such assistance, transferal or reformatting of data, at IHS's then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to IHS what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that IHS and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, IHS shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay IHS for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

4.03 **Obligations survive**

Upon termination of this License Agreement, all rights and obligations of theParties shall cease, except that Licensee's obligations regarding confidentiality, including provisions regarding any Public Records Law; return and warranty of complete return of all copies of the Programs and related materials to IHS.

4.04 **Other bases for termination**

Subject to Section 10.01 ("Default"), IHS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay IHS any sums due hereunder when due, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other material term or obligation set forth in this License Agreement, or (iv) fails to strictly comply with all terms in Section 2 or Section 6.

4.05 **IHS's right to terminate for infringement claims**

IHS reserves the right immediately to terminate this License Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, are asserted against IHS, any relevant IHS licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to Licensee by IHS, stating the reason for such termination. This Section 4.05 is not subject to the notice and cure provisions of Section 10.01 ("Default").

4.06 **Termination cumulative with other rights**
The right of termination under this Section 4.0 shall be in addition to any other right or remedy IHS may have at law or in equity.

5.0 PAYMENTS

5.01 **Payment due upon invoice**
All sums due hereunder shall be payable upon receipt by Licensee of an IHS invoice therefor. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of invoice by IHS, unless otherwise expressly provided in **Exhibit 1** ("Departments and Users"). Payments are deemed made when received by IHS.

5.02 **Manner and mode of payment**
All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to IHS at its address stated herein, or at such other address as IHS specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of IHS's designation.

6.0 SECURITY/SECRECY

6.01 **Duty of nondisclosure**
Licensee shall ensure that the Programs and related materials, or any portion thereof, whether written or recorded or stored on magnetic tape, disk or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this License Agreement to use, possess, view, review, or otherwise access the Programs or related materials. This is a material provision of this Agreement.

6.02 **Proprietary, trade secret character of Programs**
Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:

(a) To use the Programs and related materials solely at the place(s) of installation and Access Points specified in this License Agreement.

(b) To ensure that specific Department Programs and related materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Program(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;

(c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever (except

as is required for reasonable archival or security storage purposes), without prior written consent of IHS;

(d) To make no unauthorized dissemination of the Programs and related materials;

(e) To instruct Licensee's elected officials employees, officers, agents or representatives, or any others, having access to the Programs or related materials that they may not copy or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities, and that they may not provide access to them to any unauthorized person or entity; and to require compliance with these instructions as a condition of employment.

(f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Programs and related materials from unauthorized use or access by persons other than its employees authorized to use the Programs for Licensee's own requirements.

(g) To reproduce IHS's copyright, trademark or patent notices or marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which IHS displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this License Agreement.

6.03 **No unauthorized copying, modification, dissemination**

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of IHS.

6.04 **Texas Public Records Law**

Licensee and its Departments shall immediately inform IHS in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Programs or related materials. This is a material obligation of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by IHS of this License Agreement. Termination under this Section 6.04 is not subject to the provisions of Section 10.01 ("Default") regarding notice and opportunity to cure.

6.05 HIPAA Compliance

The County is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by County staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"; also referred to as protected health information, "PHI"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant County functions or procedures concerning such data or Access thereto, are compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the

statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines. IHS is providing the Programs on an "as is" basis. If additional equipment, software or other programming beyond the Programs' "as is" status, or procedures are required so that the data processing services provided by IHS hereunder for the County may achieve compliance with HIPAA, considering the County's network, operating systems, and equipment and their configuration, deployment and other characteristics, the County's program, applications and data access practices and procedures, staffing, access and other security rules and procedures, or other relevant factors, comply with HIPAA, County shall be responsible for the costs of compliance by IHS, on a time and materials basis at IHS' then-prevailing rates, and costs and expenses of any associated IHS travel, including reasonable per diem expenses. IHS compliance with written requests by the County for reports of any type covered by HIPAA, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by IHS shall be charged to the County on a time and materials basis at IHS' then-prevailing rates,

7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE; INDEMNITY

7.01 **LIMITATION OF LIABILITY**

IHS'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED. IN NO EVENT WILL IHS BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF IHS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF IHS, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR COPYRIGHT INFRINGEMENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.

7.02 **NO WARRANTY**

IHS PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE "AS IS." IHS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS

MERCHANTABILITY, OR ITS FITNESS OF USE FOR ANY PARTICULAR PURPOSE. IHS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. IHS DOES NOT MAKE ANY WARRANTY THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND IHS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, IHS WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY THE COUNTY AND MAKE RECOMMENDATIONS TO THE COUNTY WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

7.03 **Infringement Indemnification**

IHS agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Programs or related materials as delivered by IHS or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this License Agreement regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them, and does not result from the development or use of any derivative work developed by or for County by other than IHS or IHS-designated contractors; provided, that IHS is promptly given notice in writing by Licensee of any such claim and that IHS has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with IHS in connection with any defense by IHS of such claims or attempt to settle such claims. Failure of Licensee to provide such assistance shall be a material breach of this License Agreement, for which IHS shall have the right immediately to terminate this License Agreement. IHS shall not be obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims, but shall bear its own costs of such participation and its costs to assist IHS. IHS shall have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

7.04 **Force Majeure**

IHS shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including

but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or recision of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of IHS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until IHS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 **Term subject to appropriation**
Except as provided in this License Agreement for earlier termination, this License Agreement shall continue in force for its normal Initial Term and any Renewal Term as set forth in Section 4.01, subject to the following limitation: The term of this License Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein.

8.02 **Termination for non-appropriation**
In the event funds for this License Agreement are or become unavailable due to non-appropriation, this License Agreement will thereupon terminate without penalty to or further obligation hereunder of either Party, as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

8.03 **Licensee certification of funding; Licensee notice of non-appropriation**
Licensee certifies that it has available funds for payment of this License Agreement during the initial fiscal year of the Licensee in the term of this License Agreement. Further, Licensee agrees that it will notify IHS at least ninety (90) days prior to the end of any current fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this License Agreement is not terminated pursuant to this section, then on or before fifteen (15) days before the beginning of each Licensee fiscal year during the term of this License Agreement, Licensee shall provide written certification that adequate funds have been appropriated by it for the payment in full required under this License Agreement for the coming fiscal year.

9.0 REPRESENTATIONS

9.01 **Status of Licensee; authority to make agreement; compliance with state law**
Licensee represents, covenants and warrants that it is a county of the State of Texas; and that as county of that state it is a public body, corporate and politic and is authorized by the Constitution and other laws of the State of Texas to enter into the transactions contemplated by this License Agreement and to carry out its obligation hereunder. Licensee further represents, covenants and warrants that it has complied with all procedures so that this License Agreement is enforceable under the laws of the State of Texas, and that Licensee has complied with all applicable bidding or other procurement requirements, or has come within the scope of appropriate exceptions to the competitive bidding or other procurement requirements applicable to Licensee.

9.02 **Disclaimer of reliance on other understandings or practices**
Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this License Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 REMEDIES

10.1 **Default**
Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

(a) Failure to pay when due any payment under this License Agreement or the performance of any obligation there under;
(b) Failure by Licensee to comply with or perform any provision of this License Agreement;
(c) False or misleading representations or warranties as to Licensee's status and the current year's appropriations of funds for this License Agreement made or given by Licensee; or
(d) Any reduction in the value of the Programs and related materials caused by any act of Licensee that imperils the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this License Agreement, IHS has the right immediately to terminate this License Agreement upon the occurrence of any event of Default as specified above, and upon Licensee's failure to remedy such Default within a period of twenty (20) days after notice of such Default by IHS to the County Official executing this License Agreement on behalf of the County, IHS shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

(i) Terminate this License Agreement, and enter the premises of Licensee and take possession of the Programs and related materials and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment;

(ii) Take whatever action at law or in equity IHS in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement or covenant of Licensee under this License Agreement.

(iii) Seek any other relief to which IHS may be entitled at law or in equity.

11.0 MISCELLANEOUS

11.01 **Assignment**

Licensee's rights in and to the Programs and related materials may not be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without IHS's prior written consent and the execution of a new License Agreement.

11.02 **Notices**

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this License Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to IHS:

Indigent Healthcare Solutions, Ltd.
2040 North Loop 336, Suite 304
Conroe, Texas 77304
Fax: (936) 756-6741

If to County:

Wise County Courthouse
101 N. Trinity
Decatur, Texas 76234
Fax: (940) 627-6926

11.03 **Severability**

In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

11.04 **Entire agreement; modification**

This License Agreement is the entire agreement between the Parties concerning the licensing of the Programs, and supersedes all oral or written proposals or understandings concerning such licensing. This License Agreement may be modified only pursuant to a writing duly executed by both Parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the license purchase order form and this License Agreement shall be controlled by this License Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented shall have the effect of creating a conflict with or a variance of the terms of this License Agreement, or of augmenting the terms of this Agreement, unless agreed in writing by IHS.

11.05 **Governing Law**

This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choices of law principles, and federal law, as applicable.

11.06 **Confidentiality**

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other that may be acquired or provided in the course of performance of this Agreement. Each Party shall promptly notify the other in writing of any discovered compromise of such confidentiality. The County shall use utmost care to ensure that no unauthorized copies of or access to software and other intellectual property provided by IHS is obtained, copied or inspected by unauthorized persons.

11.07 **No waiver of rights – License Agreement**

No term or provision of this License Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the Party against which such waiver or consent is asserted; the terms of this License Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this License Agreement in its entirety; understands its terms; is duly authorized to execute this License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of January 1, 2014 (the "Effective Date").

INDIGENT HEALTHCARE SOLUTIONS

By: _____
Robert Baird
Title: President

Date 11/22 ____, 2013

WISE COUNTY, TEXAS

By: _____

Title: Wise ~~County Judge~~ Senior Commissioner

Date December 2 2013

** Exhibit 1 - Departments and Users **

To Non Exclusive License Agreement Between Wise County Texas and Indigent Healthcare Solutions

The Licensee Departments identified in this Exhibit 1 shall be authorized to use the specific Department Program(s) and each such Department shall have an authorized number of "Concurrent Users" as specified herein. A "Concurrent User" is defined as the total number of Licensee Users that can be using the IHS software authorized for a particular Department at any given moment.

Licensee can have an unlimited number of "assigned users" identified by a unique user I.D. (to be reported to IHS) and unique password. Monthly fees are based not on the number of "assigned users" but on the number of licensed Concurrent Users. IHS software is certified by Digicert and uses 256 bit SSL encryption.

Additional Concurrent Users may be added with the appropriate approval of Wise County and IHS, and documentation of such through an approved Addendum to this Exhibit 1. Each additional "Concurrent User" will result in an increased license fee of $443.00 per month, plus CPT Code File fee of $14.00 per month, per concurrent user.

Applications Software – Departments

Department	Monthly Fee	Concurrent Users
Indigent Health Care	$945.00	3
Additional CU	$886.00	
CPT Code File	$42.00	
Redbook Codes	$100.00	
Total Monthly Fee	**$1,973.00**	

Special Services

Licensee may from time to time request that IHS provide Special Services, which are services outside the stated scope of Exhibit 2 but which are related thereto. For custom programming (i.e. any programming or other services not identified in Exhibit 2) or any other Special Service that is requested by Licensee and which IHS agrees to provide, IHS shall provide the Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the custom programming or other Special Service, based on IHS's current prevailing rate of $110.00 per hour or the then-prevailing IHS rate. Licensee shall have the option thereafter to have the custom programming or other Special Service performed. Upon the Licensee providing a written authorization to proceed with such custom programming or other Special Service, including Licensee representation that adequate funds are available to pay for such services, IHS shall preform such services.

Expenses

Licensee shall reimburse IHS for reasonable costs and expenses incurred by IHS. Licensee must approve all travel and IHS shall submit to Licensee original receipts.

Software Releases

Each year, IHS holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, IHS identifies improvements, modifications and/or enhancements it will seek to make to the IHS Programs over the next year. Such improvements, modifications and/or enhancements will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by State or Federal agencies shall be provided at no cost to Licensee.

Unless otherwise expressly provided in this Exhibit 1, the monthly fees are due and payable in advance of the first (1st) day of each month by Licensee to IHS at IHS's Conroe, Texas office (or at such other place for payment designated in writing by IHS from time to time) by 5:00 p.m.. Payment shall be in U.S. Dollars, by check drawn on Licensee's account, wire transfer, or certified check.

**** Exhibit 2 ****
Scope of Services

To Non-Exclusive License Agreement Between Wise County, Texas and Indigent Healthcare Solutions

WISE COUNTY, TEXAS

Term:

Start Date January 1, 2014

End Date January 1, 2015

Installation and Orientation

IHS agrees to provide training to Licensee utilizing the Services hereunder, when in the opinion of both Parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the services. Initial installation of the IHS Programs shall occur after the initial orientation of appropriate Licensee personnel by IHS, at a time and location to be arranged by Licensee and agreed to by IHS. Orientation and training shall be at no additional cost excluding reasonable expenses of IHS as defined in Exhibit 1. After initial installation, access and maintenance of the Programs by IHS will be by remote access. Twenty-four hour support is included in the monthly licensing fee.

Data Backup

IHS will be responsible to conduct daily and monthly backup of Licensee data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described.

Software Provided Release 11

- Provider Management
- Patient Management
- Bill Entry
- Wise County Rejection Notice for Providers
- Anesthesia Calculation Print Out
- Updates from Medicare CPT Payables
- AMA Licensed Updates for CPT and ICD-9 Descriptions
- Provider List Report
- Active Patient Report

- Pre-Posting Review
- Patient Explanation of Benefits (EOB)
- Provider Explanation of Benefits (EOB)
- Dashboard Report
- Client by Group Report
- Amount Paid by Group Report
- Patient Information Report
- Date of Service Report
- Daily Invoice Audit Report
- General Ledger Totals Report
- Type of Service Report
- Single Invoice Print
- CPT Usage Report
- ICD-9 Usage Report
- Voided Bill Report
- Amount Paid for Patients Report
- Amount Paid to Providers Report
- CPT Code Management
- ICD-9 Code Management
- System Audit Reports for Patient Management, Bill Management and Provider Management
- Ability to Export Patient, Provider and Vendor Information to Excel

BUSINESS ASSOCIATE AGREEMENT

(Intended to be an Amendment or Addendum to an Agreement
For Services Involving the Use, Creation or Transmission of
Protected Health Information)

This Business Associate Agreement ("Agreement") effective on January 1, 2014 ("Effective Date") is entered into by and between Indigent Healthcare Solutions, (the "Business Associate") and Wise County, Texas (the "Covered Entity").

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. The parties have a prior agreement (the "Non Exclusive License Agreement" or "NELA") under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity.

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations under the NELA between the parties provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2(b) or (d) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by this Agreement of which Business Associate becomes aware within fifteen (15) days of the Business Associate's discovery of such unauthorized use;

(c) Use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided by this Agreement;

(d) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree to adhere to the same restrictions and conditions on the use of protected health information that apply herein, including the obligation to return or destroy the protected health information;

(e) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation;

(f) Business Associate agrees to document disclosures of protected health information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 C.F.R §164.528.

(g) Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 C.F.R §164.526 at the request of the Covered Entity or an individual, and in a reasonable time an manner.

(h) Business Associate agrees to provide access, at the request of the Covered Entity, and in a reasonable time and manner, to protected health information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirement under 45 C.F.R §164.524.

(i) Within forty five (45) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528. Covered Entity shall reimburse Business Associate for reasonable fees associated with providing said information;

(j) Return to the Covered Entity or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, the protected health information in Business Associate's possession and retain no copies. Upon a determination by the Business Associate that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information

and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such protected health information.

3. Responsibilities of the Covered Entity. With regard to the use of protected health information by the Business Associate, the Covered Entity hereby agrees:

(a) To inform the Business Associate of any changes in the form of notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;

(b) To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals whose protected health information may be used by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and

(c) To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Business Associate's use or disclosure of protected health information.

(d) To notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R §164.520 to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(e) Not to request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, who services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement and that cure is not possible. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination or cure is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the NELA.

6. Amendment. This Agreement may not be modified or amended, except in writing as agreed to by each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

7. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

8. Survival. The respective rights and obligations of Business Associate under Section 2 (j) of this Agreement shall survive the termination of this Agreement.

9. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

10. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

11. Notices. Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate: Indigent Healthcare Solutions
2040 Loop 336 – Suite 304
Conroe, TX 77304

If to Covered Entity: Wise County, Texas
101 N. Trinity
Decatur, Texas 756234

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the 1st day of January, 2014. IN PRESENCE OF: Business Associate

By: _____

Name: Robert Baird

Title: President

Date: 11/22, 13