

LevCo Technologies

MASTER SERVICES AGREEMENT

Client is required to agree to the terms and conditions set forth in this Master Services Agreement (this "Agreement"). Client hereby agrees with LevCo Technologies ("LCT") as follows:

1. **Services.** LCT provides Hosting Services and Support Services (collectively, the "Services"). LCT provides the hardware, software, operations, and services set forth on an accepted quote between Client and LCT (the "Hosting Services"). If Client engages LCT to provide Hosting Services, LCT will provide Client with the Hosting Services selected by Client in the Statement of Work (as defined herein) in connection with hosting the Client Software at the locations specified by Client listed on accepted quote and the specific Hosting Services selected by Client will be described in greater detail in a Statement of Work between the parties (the "Statement of Work"). Upon execution of the Statement of Work, LCT will commence performing the Hosting Services selected by Client for the Term set forth in the Statement of Work. LCT also provides those support services listed on an accepted quote between Client and LCT or contained in an accepted Statement of Work (the "Support Services"). If agreed upon between Client and LCT, LCT will provide Client with the Support Services selected by Client in the Statement of Work in connection with the Hosting Services for the Client Software at the locations specified by Client listed in the Statement of Work. The specific Support Services selected by Client will be described in greater detail in the Statement of Work between the parties. Upon execution of the Statement of Work, LCT will commence performing the specific Support Services selected by Client for the Term set forth in the Statement of Work.

2. **Changes in an Order or Statement of Work.** Client shall promptly provide LCT with written notice of any cancellation, increase, decrease or other change in the Hosting Services and/or Support Services set forth on an Order or Statement of Work. The parties acknowledge that a new Statement of Work shall be executed by the parties in the event the Services are altered in any way during the Term. Each Statement of Work will require the parties to affirm and renew the terms of the Statement of Work.

3. **Terms and Conditions.** This Agreement is an integral part of the relationship between Client and LCT and the terms and conditions contained herein applies to all bids, quotations, proposals, Statements of Work, purchase agreements and purchase orders (each of which shall sometimes be referred to herein as an "Order") for the provision of Hosting Services and/or Support Services by LCT to Client. All LCT quotations and agreements are subject to this Agreement. Any additional terms and conditions that may be agreed to on the face of an Order or Statement of Work, provided that such document has been signed or initialed by a duly authorized officer of LCT, shall also be subject to this Agreement. This Agreement, together with any Order or Statement of Work, constitutes LCT's offer to sell Products or Services to Client. LCT objects to and shall not otherwise be bound by any additional or different terms and conditions, whether in writing or otherwise, in Client's Order, Statement of Work or in any other communication from Client to LCT. This Agreement is for the benefit of LCT and Client and not for the benefit of any third party. Notwithstanding any contrary provision in Client's Order, a Statement of Work or this Agreement, no action by LCT (such as delivery of any Products), the rendering of any Services or the commencement of work on specialty products for Client will be deemed an acceptance by LCT of any Order or Statement of Work from Client or an agreement with Client with terms and conditions different from or additional to those contained in this Agreement. At any place where LCT's terms and conditions or this Agreement refers to "Product(s)," the term "Products" shall mean those products specifically identified in any Order, Statement of Work or agreement.

4. **Basis of Purchase.** All sales of Product(s) or Services by LCT to Client shall be governed by this Agreement. LCT objects to and shall not otherwise be bound by any additional or different terms and conditions, whether in writing or otherwise, in Client's purchase order or in any other communication from Client to LCT unless otherwise agreed to between LCT and Client in writing. This Agreement and the terms and conditions contained herein are for the benefit of LCT and Client and not for the benefit of any third party. Notwithstanding any contrary provision in Client's Order, no action by LCT (such as delivery of any Product, the rendering of any Services or the commencement of work on specialty Products for Client) will be deemed an acceptance by LCT of any Order from Client with terms and conditions different from or additional to those contained in this Agreement. Any modification to the terms and conditions contained in this Agreement must be in writing and signed by both parties. Client understands and agrees that no agent or employee of LCT has the authority to modify the terms and conditions contained in this Agreement except by a written agreement signed by an officer of LCT.

5. Prices; Out of Support Items; Pass Through Costs.

(a) Prices. LCT's prices, quotations, and proposals are subject to change without notice. Unless otherwise stated in writing by LCT, all prices quoted are exclusive of transportation charges, taxes, and insurance. Typographical errors are subject to correction by LCT. Prices quoted are for the products and Services specified only. UNLESS OTHERWISE SPECIFIED IN WRITING, ALL QUOTATIONS ARE FIRM FOR A PERIOD OF THIRTY (30) DAYS, EXPIRE THIRTY (30) DAYS AFTER THE DATE THEREOF, AND CONSTITUTE OFFERS. A sales quotation for LCT products and Services and all verbal and written communication between LCT and Client is confidential and may not be reproduced, disclosed or transmitted in any manner without first obtaining LCT's express written permission. Budgetary quotations and estimates are provided for preliminary information only and shall not constitute offers or impose any responsibility or liability upon LCT of any kind or nature whatsoever.

(b) Out of Support Items. In the event Client refuses or elects to not upgrade its equipment or software to be in compliance with the LCT recommendations which are based upon industry standards, LCT reserves the right to increase its charges or fees for Services rendered pursuant to this Agreement, any Order and/or any Statement of Work(s).

(c) Pass Through Costs. If LCT experiences an increase in rates and charges for services provided by or through a third party, including but not limited to pass-through electrical rate increases and third party software licenses, maintenance and support fees, LCT may increase the applicable rates and charges to Client in a proportional amount.

6. Fees, Invoices, Payment, and Taxes.

(a) Fees. LCT reserves the right to charge Client a one-time installation and set-up fee. Such charge will be set forth in an Order or Statement of Work. LCT will charge Client certain recurring fees for Hosting Services and/or Support Services that will be specifically listed on an Order or Statement of Work for the Services selected by Client. After the expiration of any Term set forth in an Order or the Statement of Work, Client acknowledges that the fees listed on such Order or Statement of Work may be changed by LCT in its sole discretion upon thirty (30) days' written notice from LCT; provided, however, any increase in fees shall only be made once within any twelve (12) month term and in the event of any such increase, Client may elect to terminate the Services and this Agreement by giving advance written notice to LCT within thirty (30) days following receipt of the notice of fee increase, which termination shall be effective on the thirtieth (30th) day following such notice or the proposed effective date for the fee increase, whichever is later.

(b) Invoices. LCT shall render an invoice to Client each month for the Hosting Services and/or Support Services performed during the prior month. Typographical errors shall be subject to correction by LCT.

(c) Payment Terms; Late Payments. Unless otherwise provided in an Order or Statement of Work(s), all payments of the recurring fees are due forty-five (45) days from the date of the invoice. Unless otherwise provided in an Order or Statement of Work(s), for any payments not received by LCT within ten (10) days after the due date, Client will pay a late charge of five percent (5%) of such overdue amount. In addition, monthly payments and late charges not paid within twenty (20) days after the due date will accrue interest at the annual rate of eighteen percent (18%) per annum or the highest rate permitted under Florida law, whichever is less. In the event any payments are not paid by the twenty-first (21st) day after the due date, Client acknowledges that LCT may interrupt or suspend the Hosting Services and/or Support Services without any liability.

(d) Taxes on Services. Unless otherwise expressly provided in this Agreement, any Order, any Statement of Work(s) or included in the invoice for the Services, all amounts due to LCT under this Agreement, any Order or any Statement of Work(s) are exclusive of any value added, goods, services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "Tax"). If LCT is required by law to collect Taxes on the provision of the Services, LCT will invoice Client for such Tax and Client must pay LCT the amount of the Tax that is due or provide LCT with satisfactory evidence of Client's exemption from the Tax. The obligation to pay any Taxes that Client may be required to pay in connection with Client's use of Services or Client's payment of amounts due to LCT under this Agreement, any Order or any Statement of Work(s) shall be borne exclusively by Client. Client must provide LCT with accurate factual and adequate information and documentation (as determined by LCT), to help LCT determine if any Tax is due with respect to the provision of the Services.

7. **Client Covenants, Representations and Warranties.** In addition to the other promises and covenants contained herein, Client hereby:

(a) Agrees to consult with LCT on any new expansion, upgrades, or changes in Client's Software, computer or network systems. Client is hereby advised that considerable time and effort may be required to install and configure equipment purchased from other vendors, which is not compatible with Client's existing hardware/software. In some cases, compatibility problems may *not* be resolved.

(b) Agrees to provide and shall be responsible for the payment of one hundred percent (100%) of the cost for any replacement of the hardware and/or software required to maintain an on-line working status.

(c) Agrees to maintain the space where its computer and network space (the "Space") are located in an orderly manner and shall be responsible for the removal of trash, packing, cartons, etc. for the Space. In addition, Client shall maintain the Space in a safe condition, including, but not limited to, the preclusion of storing combustible materials in the Space.

(d) Represents and warrants that it is the owner or legal custodian of the Data (as hereafter defined) transmitted to LCT pursuant to the terms of this Agreement and that Client has full authority, including, without limitation, under all export control and data protection laws and regulations of the United States and each country where the Data transmitted to LCT is located, to transmit said Data and direct its disposition in accordance with LCT's Services and the terms of this Agreement or any Order or Statement of Work. Client agrees to fully indemnify and hold harmless LCT, its employees, owners, officers, directors and agents for any and all liability, cost or expense (including litigation expenses and reasonable attorney's and paralegal's fees and costs, including such costs and fees on appeal, if any), arising out of LCT's possession of Data. For purposes of this Agreement, "Data" means the electronic medical data or any non-public personal information of the Client or Client's customers, employees or independent contractors stored on LCT's servers.

(e) Represents and warrants that: (i) it has obtained all necessary approvals and consents to perform its obligations under the terms of this Agreement, any Order or Statement of Work; and (ii) it is duly organized, validly existing, and in good standing under the laws of its state of organization and has full corporate power and authority to conduct its business as conducted on the date hereof.

(f) Agrees to use commercially reasonable security precautions in light of Client's use of the Services, including encrypting any PII (as hereafter defined) transmitted to or from, or stored on, the LCT servers or storage devices. Client must comply with the laws applicable to Client's use of the Services and with LCT's policies and procedures that LCT may have in place from time to time. Client must cooperate with LCT's reasonable investigation of Service outages, security problems, and any suspected breach of this Agreement, any Order or Statement of Work. Client must provide LCT with accurate information to help LCT determine if any tax is due with respect to the provision of the Services. For purposes of this Agreement, "PII" means (i) any information that identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and (iii) any "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(g) Agrees to use reasonable security precautions in connection with Client's use of the Services.

(h) Agrees to comply with the laws applicable to Client's use of the Services.

(i) Agrees to cooperate with LCT's reasonable investigation of Service outages, security problems, and any suspected breach of this Agreement, any Order or any Statement of Work(s).

8. **License and Proprietary Rights.**

(a) **License of Client Provided Software.** In order to perform its obligations under this Agreement and each applicable Statement of Work or any Order, Client hereby grants to LCT, and LCT accepts from Client, a non-exclusive, worldwide and royalty free license to copy, display, use and make available to Client, the Client software, solely for

the benefit of Client in accordance with the terms of this Agreement or any applicable Order or Statement of Work. If Client uses any non-LCT provided software on its system Client represents and warrants to LCT that Client has the legal right to use the software in that manner. If LCT has agreed to install, patch or otherwise manage software for Client in reliance on Client's license with a software vendor (rather than LCT's license with the software vendor), then Client represents and warrants that Client has a written license agreement with the software vendor that permits LCT to perform these activities. On LCT's request Client will certify in writing that Client is in compliance with the requirements of this paragraph and any other software license restrictions that are part of this Agreement, any Order or any Statement of Work(s) and will provide evidence of Client's compliance as LCT may reasonably request. If Client fails to provide the required evidence of licensing, LCT may, at its option, either: (i) charge Client LCT's standard fee for the use of the software in reliance on LCT's licensing agreement with the vendor until such time as the required evidence is provided; or (ii) suspend or terminate the Services. Client's licensed software may not be compatible with LCT's standard process for deploying and repairing systems. In addition, in order to install the software, LCT may require Client to send the physical or electronic media provided to Client by the software vendor, both for deployment, and again in the event of a failure of Client's system. Client agrees that LCT will not be in breach of any service level guarantees or other obligation under this Agreement, any Order or any Statement of Work(s) that would not have occurred but for the delay resulting from LCT's agreement to use Client's licensed software.

(b) Ownership of Client Software. Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client software and all legally protectable elements, derivative works, modifications and enhancements thereto, whether or not developed by LCT, Client or any contractor, subcontractor or agent LCT or Client. Client shall be solely responsible for providing, updating, uploading and maintaining the Client Software.

(c) LCT Provided Software. Client may not copy any software LCT provides for Client's use, unless expressly agreed to in writing by LCT, or use such software after the expiration or termination of this Agreement, any Order or any Statement of Work(s). Client may not remove, modify or obscure any copyright, trade mark, or other proprietary rights notices that appear on any software LCT provides for Client's use. Client may not reverse engineer, decompile or disassemble any software LCT provides for Client's use.

9. Confidential Information.

(a) Client and LCT agree that any "Confidential Information" disclosed by a party (the "Discloser") is considered to be trade secrets, confidential, proprietary and not readily accessible to the public. The party in receipt of the Confidential Information ("Recipient") acknowledges that the Discloser's Confidential Information represents a legitimate, valuable and protectable interest. Therefore, Recipient agrees not to disclose or improperly use Discloser's Confidential Information, except as may be reasonably necessary to accomplish the business objective of this Agreement, any Order or Statement of Work. The term "Confidential Information" includes any information that is not publicly known, including, but not limited to, trade secrets, fee schedules, vendors, financial statements, other financial information relating to Discloser, and anything not publicly known and which gives Discloser a business or competitive advantage. Confidential Information does not include any information which is publicly known or independently developed by Recipient. In the event of any termination of this Agreement, any Order or any Statement of Work, Recipient shall promptly return to Discloser all of Discloser's Confidential Information, including any copies thereof. Notwithstanding the foregoing, Recipient shall be able to retain copies of the Confidential Information to the extent retention is required to demonstrate compliance with applicable laws, regulations or professional standards, to comply with a bona fide document retention policy, or in connection with any litigation or proceeding in connection with the Agreement or such Confidential Information is stored in an electronic format which, in the exercise of standard practices for electronic document management, is impractical to delete or destroy. This Section shall survive the expiration or termination of this Agreement for any reason.

(b) Disclosure of Confidential Information is not prohibited if such disclosure is compelled pursuant to a legal proceeding or is otherwise prescribed by law. If Recipient receives a request to disclose any Confidential Information, whether pursuant to a valid and effective subpoena, and order issued by a court or other governmental authority of competent jurisdiction, or on advice of legal counsel that disclosure is required under applicable law, Recipient agrees that, prior to disclosing any Confidential Information, Recipient shall (i) give Discloser reasonable notice of the existence and details of such request or advice, (ii) reasonably cooperate with Discloser in taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure, and (iii) if disclosure

is required, use its best efforts and full legal force and effect to obtain a protective order or other reliable assurance that confidential treatment shall be afforded to such portion of the Confidential Information that is required to be disclosed.

(c) Recipient acknowledges that any breach of this Section 9 will irreparably harm Discloser and that damages at law shall be an insufficient remedy to Discloser if Recipient violates the terms of this Section 9. Accordingly, in the event of a breach, or threatened breach, of this Section 9 by Recipient, Discloser is entitled to promptly seek injunctive relief, without bond, in addition to any other remedies that Discloser may have at law or in equity. In any action or proceeding by Discloser to obtain a temporary restraining order and/or preliminary injunction, Recipient hereby agrees to waive the necessity of Discloser's posting an injunction bond in order to obtain the temporary restraining order and/or preliminary injunction. Recipient hereby agrees to pay all costs of enforcing the terms of this Section 9, including reasonable attorneys' fees and such costs and fees incurred on any appeal or in connection with any bankruptcy or other insolvency proceedings. This provision shall survive the termination of this Agreement, any Order or Statement of Work for any reason.

(d) Notwithstanding the foregoing or anything else contained in this Agreement, any Order or any Statement of Work(s), Client agrees that LCT may publicly disclose that LCT is providing Services to you and may use Client's name and logo to identify Client as LCT's customer in promotional materials, including press releases. LCT will not use Client's name or logo in a manner that suggests an endorsement or affiliation.

10. Client Restrictions. Client will not use the Services for any unlawful or harmful purpose, or any purpose that would put LCT in a bad light, including that Client will not (a) use the Services to host, store, send, relay or process any harmful components, including malware, viruses and trojan horses; (b) use the Services to infringe any person or entity's intellectual property, privacy or other proprietary rights; (c) use the Services to slander, libel or defame any person or entity, publish a person's personal information or likeness without consent, or otherwise violate a person's privacy; (d) use the Services to harass or threaten harm, or make offensive, indecent or abusive statements or messages; (e) use the Services to send mass unsolicited e-mail to third parties; (f) use the Services to send mass unsolicited e-mail to third parties; (g) use the Services to use internet relay chat; (h) reverse engineer any of LCT's system; (i) attempt to or help others gain unauthorized access to or use of the Services; or (j) use the Services in any way which could reasonably put LCT in breach of any of its other obligations. Client hereby acknowledges that LCT does not, and does not claim to, monitor any user's content or use of the Services. If LCT reasonably believes that Client has breached any restrictions under this Section, LCT may (i) delete or amend any relevant Client content or (ii) suspend Client's use of and access to the Services while investigating the issue. If after LCT's reasonable investigation of the issue it discovers Client has actually breached this Section, LCT may consider it a material breach of this Agreement or any Order or Statement of Work.

11. Additional Responsibilities of Client. In connection with the Products and Services, Client may require server software, additional cabling and additional network infrastructure (including, but not limited to, servers, appropriate internet connections, routers, bridges, and Ethernet hub switches and drops) to properly install, operate and maintain the Products and receive the Services. The installation of such cabling and network infrastructure, and all costs and expenses associated therewith, are the sole responsibility of Client. In addition, Client should anticipate that additional fees for its telecommunication provider's line installation (to facilitate remote service by LCT) and access may be incurred in connection with the installation, operation and maintenance of the Products or receipt of Services. Client shall be solely responsible for providing LCT with such access and for paying all costs and expenses associated therewith.

12. Prohibition Against Solicitation.

(a) During the term of this Agreement, any Order or Statement of Work, and for a period of twelve (12) months following the termination of this Agreement, any Order or Statement of Work, regardless of the reason for such termination, neither party shall directly or indirectly, hire, retain, solicit, induce or attempt to induce any of the other's employees or independent contractors to leave the employment or engagement of the party. The period of time during which a party is prohibited from engaging in certain business practices pursuant to this Section shall be extended by the length of time during which a party is in breach of such covenant.

(b) Each party understands that the restrictive covenant set forth in this Section is an essential element of this Agreement and that, but for the agreement to comply with such covenant, the parties would not enter into this Agreement, any Order or any Statement of Work. Each party acknowledges that the restrictive covenant in this

Section: (i) is reasonable, appropriate, and necessary for the protection of the other when considered in light of the nature and extent of the Services rendered; and (ii) shall not result in an unreasonable deprivation of a party to earn a living. The existence of any claim or cause of action that may have shall not constitute a defense to the enforcement of the restrictive covenant contained in this Agreement.

(c) Each party acknowledges that any breach of this Section will irreparably harm the other and that damages at law shall be an insufficient remedy. Accordingly, in the event of a breach, or threatened breach, of this Section, each party is entitled to promptly seek injunctive relief, without bond, in addition to any other remedies that party may have at law or in equity. In any action or proceeding by a party to obtain a temporary restraining order and/or preliminary injunction, the other party hereby agrees to waive the necessity of posting an injunction bond in order to obtain the temporary restraining order and/or preliminary injunction. The prevailing party in such action hereby agrees to pay all costs of enforcing the terms of this Section, including reasonable attorneys' fees and such costs and fees incurred on any appeal or in connection with any bankruptcy or other insolvency proceedings.

13. Delivery. In the event LCT delivers any product(s) to Client pursuant to this Agreement, any Order or Statement of Work, unless otherwise provided, all products shall be delivered FOB LCT's shipping point designated by LCT at the time the order is accepted by LCT. If Client specifies the carrier to be used, shipment may be made on a collect basis by LCT. Products shall be scheduled for shipment in accordance with LCT's applicable shipping sequence. LCT shall not be liable for any damages or penalties arising from any delays in delivery or for any failure to give notice of any delivery delay.

14. Risk of Loss. Unless otherwise agreed upon by LCT in writing, all transportation shall be at Client's sole cost and expense. Risk of loss and damage shall pass to Client upon delivery of the Products to the transportation provider at the FOB point. "Delivery" shall occur when the Products are received by the transportation provider at the FOB point. Neither confiscation nor destruction of, nor damage to any Products shall release, reduce or in any way affect Client's liability to LCT under the Agreement. Client hereby grants LCT a security interest in the Products and all proceeds thereof until all payments due have been made in full and authorizes LCT to file appropriate financing statements in order to perfect such security interest. Title to Products shall pass to Client upon the later of (a) delivery of such Products to Client or (b) Client's payment in full of all amounts relating to the particular invoice involved. Client grants LCT a security interest in the Products and all proceeds thereof until all payments due have been made in full and authorizes LCT to file appropriate financing statements in order to perfect such security interest.

15. Acceptance. The furnishing by LCT of any Products to Client shall constitute acceptance of those Products UNLESS Client delivers written notice of a defect or nonconformity to LCT within thirty (30) days of the date on which such Products are delivered to Client. Notwithstanding the foregoing, any use of any Product by Client, agents or contractors, for any business purpose, after it has been delivered to Client, shall constitute acceptance of that Product by Client.

16. Limitation of Liability. IN NO EVENT SHALL LCT, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO CLIENT IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO LCT PURSUANT TO THIS AGREEMENT, ANY ORDER OR ANY STATEMENT OF WORK DURING THE THREE (3) MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, ANY ORDER, STATEMENT OF WORK OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF LCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

CLIENT AGREES THAT THE SERVICES ARE NOT INTENDED TO PROVIDE DIAGNOSES, PRACTICE GUIDELINES, ADVICE, OR PROTOCOLS FOR DELIVERING MEDICAL CARE. CLIENT FURTHER AGREES THAT NOTHING IN THE SERVICES OR ANYTHING ELSE PROVIDED PURSUANT TO THIS AGREEMENT CONSTITUTES OR IS INTENDED TO BE MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL KNOWLEDGE OR JUDGMENT. CLIENT FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY IT IS ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CLIENT TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. NEITHER LCT NOR ITS VENDORS SHALL HAVE ANY RESPONSIBILITY AS A RESULT OF THIS AGREEMENT FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO INSURANCE COMPANIES, GOVERNMENTAL AGENCIES, OR OTHER PAYORS.

17. Warranty and Limitations of Warranty.

(a) LCT warrants to Client that: (i) LCT has the right and authority to enter into and perform its obligations under this Agreement; any Order or Statement of Work and (ii) the Services shall be performed by qualified personnel in a manner consistent with good practice in the information technology services industry. If LCT breaches this warranty, it shall supply Services to correct or replace the work at no charge. LCT does not promise that the Services will be uninterrupted, error-free, or completely secure. Client acknowledges that there are risks inherent in Internet connectivity that could result in the loss of Client's privacy, Confidential Information, Data, and property. To the extent any of the Products consist of equipment such as servers or hardware, LCT provides no warranties whatsoever. EXCEPT AS EXPRESSLY STATED HEREIN, LCT MAKES NO WARRANTY, REPRESENTATION OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF ANY SERVICE OR WORK PERFORMED UNDER THIS AGREEMENT, ANY ORDER, STATEMENT OF WORK(S) AND/OR INVOICE SUBJECT TO THIS AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY LCT TO CLIENT WITH RESPECT TO THE SALE OF THE PRODUCTS OR SERVICES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. LCT SHALL NOT BE LIABLE TO CLIENT OR ITS AFFILIATES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SERVICES OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS HEREUNDER, OR UNDER ANY ORDER, STATEMENT OF WORK AND/OR INVOICE OR OTHERWISE RELATED HERETO OR THERETO, INCLUDING (WITHOUT LIMITATION) LOST PROFITS OR LOST DATA ON CLIENT'S SERVER OR SERVERS RESULTING FROM DELAYS, LACK OF FUNCTIONALITY, NON-DELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS OR DAMAGES TO CLIENT'S BUSINESS. LCT SHALL NOT BE RESPONSIBLE SHOULD ANY HARDWARE SUPPLIED BY CLIENT OR PREPARED FOR THE INSTALLATION OF ANY SOFTWARE NOT MEET ACCEPTABLE STANDARDS FOR PERFORMANCE. THE FOREGOING SETS FORTH LCT'S ONLY OBLIGATIONS AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHER THEORIES, AND THE FOREGOING IS EXPRESSLY IN LIEU OF OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR STATUTORY. CLIENT AND LCT EXPRESSLY AGREE THAT NO CLAIM FOR LOSSES OR DAMAGES WHATSOEVER IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, ANY ORDER, STATEMENT OF WORK AND/OR INVOICE SHALL BE MADE MORE THAN ONE (1) YEAR AFTER THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL LCT'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE AGGREGATE AMOUNT SET FORTH IN SECTION 16 OF THIS AGREEMENT. LCT AND CLIENT EACH ACKNOWLEDGE THAT THE FOREGOING LIMITATION ALLOCATES RISKS AMONG THE PARTIES FAIRLY AND IN A MANNER THAT UNDER NO CIRCUMSTANCES WILL CAUSE SUCH REMEDIES, INCLUDING WITHOUT LIMITATION ITS WARRANTY RIGHTS, TO FAIL OF THEIR ESSENTIAL PURPOSE.

(b) Client must use reasonable care to avoid hazards. LCT expressly disclaims any responsibility for loss or damage caused by the use of any Products other than in accordance with proper operation procedures. No warranty is provided by LCT for any products sold or provided to Client by LCT which are not manufactured or produced by LCT, and any manufacturer's warranty for such products, if any, shall be assigned to the Client without recourse to LCT.

(c) LCT DOES NOT WARRANT THAT ANY PRODUCT OR THE FUNCTIONS PERFORMED BY ANY PRODUCT WILL MEET THE REQUIREMENTS OF CLIENT OR OF ANY OF ITS CLIENTS, OR THAT THE OPERATION OF ANY SUCH PRODUCT OR ANY OF THE SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY.

(d) THE WARRANTIES SET FORTH IN THE AGREEMENT ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, WHICH ARE EXPRESSLY DISCLAIMED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF LCT, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF LCT. STATEMENTS MADE BY ANY PERSON, INCLUDING REPRESENTATIVES OF LCT, WHICH ARE INCONSISTENT OR IN CONFLICT WITH THE

TERMS OF THIS AGREEMENT, ANY ORDER OR ANY STATEMENT OF WORK SHALL NOT BE BINDING UPON LCT UNLESS REDUCED TO WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF LCT.

(e) LCT DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT, ANY ORDER OR ANY STATEMENT OF WORK(S) TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING THE IMPLIED WARRANTIES RELATING TO SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN. ANY SERVICES THAT LCT IS NOT CONTRACTUALLY OBLIGATED TO PROVIDE BUT THAT LCT MAY PERFORM FOR CLIENT AT CLIENT'S REQUEST WITHOUT ANY ADDITIONAL CHARGE ARE PROVIDED ON AN "AS IS" BASIS.

18. Suspension of Services. Client agrees that LCT may suspend the Services without liability if: (i) LCT reasonably believes that the Services are being used in violation of this Agreement, any Order or any Statement of Work(s); (ii) Client fails to cooperate with LCT's reasonable investigation of any suspected violation of this Agreement, any Order or any Statement of Work(s); (iii) there is an attack on Client's server(s), Client's server is accessed or manipulated by a third party without Client's consent, or there is another event for which LCT reasonably believes that the suspension of Services is necessary to protect the LCT network or its other clients; or (iv) required by law. LCT will give Client advance notice of a suspension under this Section of at least twelve (12) business hours (8:30 a.m. to 5:30 p.m. EST (or Eastern Daylight Savings Time)) unless LCT determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect LCT or its other clients from imminent and significant operational or security risk.

19. HIPAA Compliance. The parties agree to comply with the applicable provisions of HIPAA, the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Standards"), the Electronic Transaction Standards (45 CFR Parts 160 and 162) the Security Standards (45 CFR Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Public Law 111-05 and regulations promulgated thereafter. The parties agree to enter into a reasonable Business Associate Agreement to ensure compliance with HIPAA and the HITECH Act, if necessary.

20. Unauthorized Access to Data or Use of the Services. LCT is not responsible to Client or any third party for unauthorized access to Client's data or the unauthorized use of the Services unless the unauthorized access or use results from LCT's failure to meet its security obligations stated in this Agreement, any Order and/or any Statement of Work(s). Client is responsible for the use of the Services by any employees, contractors or consultants of Client, any person to whom Client has given access to the Services, and any person who gains access to Client's data or the Services as a result of Client's failure to use reasonable security precautions, even if such use was not authorized by Client.

21. Export Controls. None of the Services or underlying information or technology may be downloaded, exported, or re-exported into any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Services, Client is agreeing to the foregoing and Client is representing and warranting that Client is not a national resident of, or located in or under the control of, any country subject to such export controls. Client represents and warrants and undertakes that Client will not possess, use, import, export or resell (and shall not permit the possession, use, importation, exportation, or resale of) the Services or any information or technical data provided by LCT to you under this Agreement, any Order or any Statement of Work(s) in any manner which would cause LCT or its affiliates to breach any applicable export control laws, rules, or regulations of any jurisdiction (including without limitation those under UK and US law). Without limitation, Client represents and warrants and undertakes that Client will not provide administrative access to or permit use of the Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under United Kingdom or US export laws, rules or regulations.

22. Term and Termination. The term of this Agreement will commence as of acceptance by Client and will continue until termination of all Orders and/or Statement of Work(s). Unless otherwise provided in any Order or Statement of Work(s), any Order or Statement of Work(s) may be terminated prior to the end of the term by either party upon the occurrence of any of the following circumstances: (a) the breach by the other party of any material term or condition contained herein, any Order or any Statement of Work(s) and the failure to cure such breach within ten (10) days of receipt of written notice of such breach, or the commencement of a good faith effort to cure if such breach cannot be cured within ten (10) days; (b) at any time, without cause, upon ninety (90) days written notice to the other party; (c) failure to pay any amount due within thirty (30) days of the applicable due date; (d) the dissolution of either party; (e) if either party applies for or consents to the appointment of a receiver, trustee, or liquidator of such party, or all or a

substantial portion of its assets; files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files a petition or answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; or if a judgment, order, or decree is entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or insolvent; and such event continues unstayed or in effect for a period of thirty (30) consecutive days; or (f) upon any change in any law or regulation which makes this Agreement, and all Order(s) and Statement of Work(s) illegal under state or federal law.

Upon termination of any Order and/or Statement of Work(s) for any reason, LCT shall have the right to remove any LCT owned equipment or other property that has been installed or placed at Client's location for the performance of the Services hereunder. LCT shall have the right to remove such equipment or other property including, but not limited to, all trade fixtures, within thirty (30) days of the effective termination or expiration date of any Order and/or Statement of Work(s). If Client terminates any Order and/or Statement of Work(s) without cause or if LCT terminates any Order and/or Statement of Work(s) for cause, in addition to other amounts Client may owe, Client must pay an early termination fee equal to the monthly recurring fees for the remaining portion of the then-current term under any such Order or Statement of Work(s). However, if Client terminates any Order and Statement of Work(s) by reason of an increase in fees charged by LCT, then no termination fee shall be payable by Client.

23. Recommendations and Gratuitous Advice. LCT personnel may from time to time in response to Client's inquiry or otherwise, provide gratuitous advice, assistance or recommend third party software or other products and services for Client's consideration. Such advice shall not be construed as a representation of fact and should not be relied upon by Client. LCT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS OR SERVICES. Client's use of any products or services not provided by LCT is governed by the terms of Client's agreement with the provider of those products and services and is at Client's sole risk. LCT is not responsible in any way for the third party product's performance, features nor failures.

24. Miscellaneous.

(a) Severability. If any part, provision, or clause of this Agreement, any Order or Statement of Work(s) or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not effect and shall leave valid all other parts, provisions, clauses or applications of the terms and conditions remaining, and to this end the terms and conditions contained herein and in any Order and/or Statement of Work(s) shall be treated as severable.

(b) Notices. Unless otherwise provided in any Order or Statement of Work(s), legal notices and communications given by the Client and LCT to one another in connection with this Agreement, any Order and/or Statement of Work(s) shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective business addresses or to such other address as the parties' may substitute by giving notice to one another in accordance with this provision. In addition, Client agrees to provide a copy of any written notice to Milam Howard Nicandri Gillam & Renner, P.A., Attn: Robert G. Shaffer, II, Esq., 14 East Bay Street, Jacksonville, FL 32202.

(c) Amendments. No modification or amendment of this Agreement, any Order and/or Statement of Work(s) or waiver of any provision of this Agreement, any Order and/or Statement of Work(s) will be valid unless in writing and signed by Client and LCT and specifically stating that it is a modification or amendment hereto or thereto.

(d) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflicts of law principles. Unless otherwise provided therein, any Order and/or Statement of Work(s) shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflicts of law principles.

(e) Dispute Resolution and Forum Selection. All disputes or legal proceedings related to (i) the products or Services provided by LCT or (ii) this Agreement, any Order and/or Statement of Work(s) shall be brought in the appropriate state or federal Courts located within Duval County or Indian River County, State of Florida. Each party hereby irrevocably consents to the non-exclusive jurisdiction and venue of any state or federal court located within Duval County or Indian River County, State of Florida [in connection with any matter arising out of or related to (i) the products or Services provided by LCT or (ii) this Agreement, any Order and/or Statement of Work(s)]. Each party hereby irrevocably agrees that process may be served on it in any manner authorized by the Laws of the State of Florida and waives any objection which it might otherwise have to service of process under the Laws of the State of Florida.

(f) Transferability. Neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement, any Order and/or any Statement of Work(s) or any rights or obligations hereunder or thereunder, except

that each party may assign or transfer this Agreement, any Order and/or Statement of Work(s) to a successor entity in the event of a merger, consolidation, transfer or sale of all or substantially all of the assets of the party, provided that in the case of any such assignment or transfer, this Agreement, any Order and/or Statement of Work(s) shall, subject to the provisions hereof and thereof, be binding upon and inure to all benefit of such successor entity and such successor entity shall discharge and perform all of the obligations hereunder and thereunder.

(g) Attorney's Fees and Costs. Should legal action ever be necessary in order to enforce the terms of this Agreement, any Order and/or Statement of Work(s), the prevailing party will be entitled to receive from the other party all costs incurred in connection therewith, including reasonable attorney, legal assistant, investigator and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

(h) Waiver. The waiver by a party of any breach of any term, covenant or condition contained in this Agreement, any Order and/or Statement of Work(s) shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement, any Order and/or Statement of Work(s). The subsequent acceptance by a party of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement, any Order and/or Statement of Work(s), other than failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.

(i) Force Majeure. Neither party is liable for any default or delays in the performance of its obligations under this Agreement, any Order and/or any Statement of Work(s) (excluding payment obligations hereunder or hereunder) if a Force Majeure Event occurs. A "Force Majeure Event" means an act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of a party.

(j) **WAIVER OF JURY TRIAL**. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS AND CONDITIONS OR PROVISIONS OF THIS AGREEMENT, ANY ORDER AND/OR STATEMENT OF WORK(S). NO PARTY SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND CONDITIONS AND PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE TERMS AND CONDITIONS AND PROVISIONS HEREOF SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND CONDITIONS AND PROVISIONS OF THIS SECTION WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.