NOTICE OF RENEWAL OF CONTRACT

TO: ANASAZI SOFTWARE, INC.  
9831 S. 51st ST., SUITE C-117  
PHOENIX, AZ 85044

DATE ISSUED: DECEMBER 6, 2012
CONTRACT NO: 25-11
CONTRACT TITLE: DHS - ANASAZI SOFTWARE MAINTENANCE

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective JANUARY 1, 2013 and expires on DECEMBER 31, 2013.

The contract documents consist of the terms and conditions of Software License Agreement including any exhibits attached or amendments thereto.

CONTRACT PRICING:
REFER TO RESTATE EXHIBIT C - FEES AND EXPENSES

ATTACHMENT:
SOFTWARE LICENSE AGREEMENT

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MELANI JOLLY
VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: HUE TRAN

TELEPHONE NO.: 480-598-8833
EMAIL ADDRESS: MJOLLY@ANASAZISOFTWARE.COM

TELEPHONE NO.: 703-228-5010
EMAIL ADDRESS: HTRANZ@ARLINGTONVA.US

CONTRACT AUTHORIZATION  
Mr. Ashley Barnes, MPA
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2

12-6-12 Date
NOTICE OF RENEWAL OF CONTRACT

TO: ANASAZI SOFTWARE, INC.
9831 S. 51ST ST., SUITE C-117
PHOENIX, AZ 85044

DATE ISSUED: DECEMBER 14, 2011

CONTRACT NO: 25-11

CONTRACT TITLE: DHS - ANASAZI SOFTWARE MAINTENANCE

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective JANUARY 1, 2012 and expires on DECEMBER 31, 2012.

The contract documents consist of the terms and conditions of Software License Agreement including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO RESTATED EXHIBIT C - FEES AND EXPENSES

ATTACHMENT:

SOFTWARE LICENSE AGREEMENT

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

_VENDOR CONTACT: MELANI JOLLY_  _TELEPHONE NO.: 480-598-8833_
_VENDOR PAYMENT TERMS: NET 30 DAYS_  _EMAIL ADDRESS: MJOLLY@ANASAZISOFTWARE.COM_
_TAX IDENTIFICATION NUMBER (EIN/SSN): 86-0970727_
_COUNTY CONTACT: HUE TRAN_  _TELEPHONE NO.: 703-228-5010_
_EMAIL ADDRESS: HTRAN2@ARLINGTONVA.US_

CONTRACT AUTHORIZATION

[Signature]
Mr. Ashley Barnes
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2

12-14-11
Date
SOFTWARE LICENSE AGREEMENT

This is an Agreement between Anasazi Software, Inc., an Arizona corporation ("Anasazi") authorized to do business in the Commonwealth of Virginia and The County Board of Arlington County, Virginia, ("Customer"), County Government Agency. This Agreement defines the terms and conditions under which Anasazi will continue to license its Software Products to Customer. This Agreement is a companion to a Customer Support and Software Maintenance Services Agreement between Anasazi and Customer.

This agreement supersedes all prior oral and written representations or agreements between the parties as to its subject matter. The signatures below indicate that: (i) Anasazi and Customer have read this Agreement and all referenced Agreements and Exhibits, (ii) that except as amended or superseded herein, the Customer Support and Software Maintenance Services Agreement and its Exhibits are incorporated into this Agreement by reference; (iii) that they agree to the terms and conditions of each document, (iv) that each intends to enter a binding agreement, (v) that good and sufficient consideration exists to create a binding agreement, and (vi) that entry into this agreement has been duly authorized by the governing body of each party.

This Agreement will become effective when executed by both parties and Anasazi receives the Initial Payment of the Software License Fee described in Exhibit C as amended hereby.

ANASAZI SOFTWARE, INC.

Signature: [Signature]
Name: Melani Jolly
Title: President
Date: [Date]

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Signature: [Signature]
Name: Richard D. Warren, Jr.
Title: Purchasing Agent
Date: [Date]

Contact and Notice Information:

Name: Melani Jolly
Title: President
Address: 9831 S. 51st Street Suite C-117
Phoenix, AZ 85044
Phone: (480) 598-8833

Name: Richard D. Warren, Jr.
Title: Purchasing Agent
Address: 2100 Clarendon Blvd, #500
Arlington, Virginia 22201
Phone: (703) 228-3410
SOFTWARE LICENSE AND CONVERSION SERVICES AGREEMENT

1. Applicability of Existing Agreements; Amendment and Restatement of Exhibits.

1.1 Customer Support and Software Services Agreement. The terms and conditions of the Customer Support and Software Maintenance Agreement between Anasazi and Customer, including Exhibits A, B, C and D, apply to and are incorporated into this Agreement. Exhibits A, B and C are amended and restated as indicated below.

1.2 Amendment of Exhibit A. Exhibit A – Glossary is hereby amended, restated and superseded by attached Exhibit A – Glossary, and, as so amended and restated, incorporated by reference into this Agreement and the Customer Support and Software Maintenance Agreement.

1.3 Amendment of Exhibit B. Exhibit B – Maintained Software Products is hereby amended, restated and superseded by attached Exhibit B – Scope of License; Maintained Software Products; Authorized Users, and, as so amended and restated, incorporated by reference into this Agreement and the Customer Support and Software Maintenance Agreement.

1.4 Amendment of Exhibit C. Exhibit C – Fees and Expenses is hereby amended and restated. As so amended and restated this Exhibit is incorporated by reference into this Agreement and the Customer Support and Software Maintenance Agreement.

1.5 Resolution of Inconsistencies. The terms of this Agreement and its Exhibits are to be applied to resolve any inconsistency between this Agreement and pre-existing agreements between the parties.

2. Grant of License.

2.1 Grant of License.

(a) Subject to the terms and conditions of this Agreement, Anasazi hereby grants to Customer a non-exclusive, non-transferable license to install and use the Software Products and the Services indicated by check-mark on Exhibit B – Scope of License; Maintained Software Products; Authorized Users.

(b) The Software Products may be installed on Hosting Equipment owned and operated by Customer. With the written permission of Anasazi, Customer may install the Software Products on Hosting Equipment that is owned or operated by a third party. Anasazi will give that permission if the third party enters a written agreement with Anasazi for the protection of Anasazi's Intellectual Property rights. If Customer chooses Anasazi’s “ASP” services, the Software Products will be installed on Hosting Equipment maintained by Anasazi or its designee, and accessed via a point-to-point connection or the Internet. Upon termination of an ASP arrangement, Customer may install the Software Products on Hosting Equipment owned or operated by Customer or a third party, as provided in this paragraph.

(c) Customer may designate individuals as Authorized Users of the Software Products and, if the Anasazi Doctor's HomePage System has been licensed by Customer, to use the Doctor's HomePage Third Party Services to the extent permitted in Exhibit B – Scope of License; Maintained Software Products; Authorized Users.

(d) This license permits Customer and Authorized Users to use the Software Products and, if the Anasazi Doctor's HomePage System has been licensed by Customer, to use the Doctor's HomePage Third Party Services, for the purposes indicated on Exhibit B – Scope of License; Maintained
Software Products: Authorized Users, and as permitted in this Agreement, and for no other purposes.

(e) This license transfers to Customer neither title nor any proprietary or Intellectual Property rights to the Software Products or any Doctor's HomePage Third Party Services, except for the rights expressly granted herein. This Agreement does not grant a license to the Source Code for the Software Products. It does not grant Customer a security interest in the Software Products, or the rights to sell, trade, barter, market or distribute the Software Products.

(f) Customer may make a reasonable number of copies of the licensed Software Products for backup, test, and training purposes, and a reasonable number of copies of Documentation for use by Authorized Users. Those copies may not be used for purposes that are not permitted by this Agreement.

2.2 Change in Scope of License. The scope of this license may be changed by a supplemental written agreement between Customer and Anasazi. This agreement may be made in any recorded form, including written correspondence (electronic or on paper), a purchase order, or a written agreement to amend and restate Exhibit B – Scope of License in a manner that increases the number of Authorized Users, adds a new Software Product or New Version of a Software Product, or otherwise expands the scope of license.

2.3 Delivery of Software Products. Anasazi will deliver the Software Products to Customer upon the latter of the release date or receipt of the Upgrade Software License Fee. The Software Products will be delivered on either magnetic media or by other appropriate means. The Documentation will be delivered on magnetic media to the Customer at the Customer's address set forth above or other appropriate means.

2.4 Right to New Versions. If Anasazi creates a New Version of a Software Product within six months of the License Effective Date, it will provide that New Version to Customer at no additional charge.

2.5 Right to Use Doctor's HomePage Third Party Services. If Customer has licensed the Anasazi Doctor's HomePage System, Anasazi hereby grants Customer the non-exclusive, non-transferable right for the Doctor's HomePage Named Users to access and use the Doctor's HomePage Third Party Services. The Doctor's HomePage Third Party Services and the Anasazi Software System are separate products provided by separate entities. Conditions for use of each Doctor's HomePage Third Party Service are set forth in this Agreement.

3. Anasazi Responsibilities – Correction of Defects

This subject is addressed in the Customer Support and Software Maintenance Agreement.

4. Conversion Services; Hosting Equipment; Use of Software Products and Doctor's HomePage Third Party Services

4.1 Conversion Services. Anasazi will provide Conversion Services to support Customer implementation of a Software Product as requested by Customer. Conversion Services are a Customer Support Service, and will be delivered in accordance with the Customer Support and Software Maintenance Agreement. Exhibit C – Fees and Expenses shall govern delivery of Conversion Services and Customer payment of fees for such services.

4.2 Configuration of Hosting Equipment; Necessity for Third-Party Technology. Customer acknowledges and agrees that:
(a) In order to be executed and to perform in a satisfactory manner, the Software Products must be installed on Hosting Equipment that provides sufficient network, communications and computer resources to support the anticipated number of Authorized Users. The Hosting Equipment must be properly configured, installed, managed, and maintained. Customer is solely responsible for ensuring that the Hosting Equipment meets these standards and for ensuring that its Hosting Equipment is installed according to the schedule mutually agreed by both parties.

(b) At the request of Customer, Anasazi will provide Application Technical Support Services to assist Customer in evaluating its Hosting Equipment and installing the Software Products. This service will be a Conversion Service. If Customer installs and configures Hosting Equipment as recommended by Anasazi, Anasazi confirms that the recommended Hosting Equipment has been properly installed and configured, and Anasazi installs the Software Products on the Hosting Equipment, then Anasazi warrants that at the time of the installation the Software Products will operate with no material conflict and with adequate speed of performance on the Hosting Equipment. Anasazi cannot otherwise warrant the performance of the Software Products on the Customer’s Hosting Equipment.

(c) At the request of Customer, Anasazi will provide Non-Application Technical Support Services to assist Customer in evaluating its existing equipment, identifying network, communications and computer resources required to properly operate the Software Products, designing its network, and, after Customer purchases recommended equipment, installing and configuring the equipment for Customer. This service will be a Conversion Service to Customer. If Anasazi provides this service, it guarantees Customer that at the time of installation, the Hosting Equipment will be properly configured and installed, and will provide sufficient network, communications and computer resources to support the anticipated number of Authorized Users.

(d) If Anasazi provides “ASP” services to Customer, it will provide access to appropriate Hosting Equipment, as specified in a separate agreement between the parties.

(e) Certain third-party technologies, described in the Proposal, are required for the Software Products to be executed. Anasazi does not have the right to grant sublicenses to such third-party technology. Prior to use of the Software Products, Customer will obtain the necessary licenses from the vendors of such third-party technology.

(f) The Hosting Equipment and third party technologies required to properly execute the Software Products will change over time. Additional network, communications or computer resources may be required to enable Customer to install and use Enhancements, Promotions and New Versions of the Software Products. Anasazi will give Customer ample notice of additional third party software products that may be required, and provide information to allow Customer to evaluate the impact of the Enhancement, Promotion or New Version on network performance and to plan for network upgrades.

4.3 Customer Responsibilities Related to Use of Software Products.

(a) Customer will ensure that only Authorized Users are permitted to access and use the Software Products and the Doctor’s HomePage Third Party Services, and that use of the Software Products is only for the purposes indicated on Exhibit B – Scope of License, and only as permitted by this Agreement.

(b) Customer will properly train Authorized Users to use the Software Products and Hosting Equipment.
(c) Customer will ensure that its Workforce and all Authorized Users abide by the provisions of part 6 of the Customer Support and Software Maintenance Agreement with regard to protection of Anasazi’s Intellectual Property Rights and Confidential Information.

(d) Customer and its Authorized Users are solely responsible for entry, accuracy and management of data entered into databases using the Software Products. Customer is responsible for establishing and implementing reasonable and appropriate policies and procedures to control access to confidential information about individuals and to safeguard the confidentiality, availability, and integrity of its data, including Protected Health Information, in a manner consistent with HIPAA and other applicable provisions of state and federal law.

(e) Customer will implement reasonable and appropriate safeguards to prevent unauthorized persons from accessing its Hosting Equipment and the Software Products, to prevent introduction of malicious software onto the Hosting Equipment, and to detect, isolate, and remove malicious software from the Hosting Equipment.

(f) Customer is responsible for establishing adequate procedures to backup its data to allow re-entry of data and resumption of operations in the event of a failure of Customer’s Hosting Equipment, the Software Products, or other software used to store Customer Data.

(g) Customer is responsible for establishing adequate disaster recovery, emergency operation, and alternative procedures to enable the Customer to continue operating its business in the event of disaster, emergency, or a Defect or malfunction of the Software Products or Hosting Equipment that prevents Customer from using the Software Products.

4.4 Use of Pharmacy Health Information Exchange Service. The Pharmacy Health Information Exchange, a Doctor’s HomePage Third Party Service provided by SureScripts, Inc., may only be used for supported electronic prescribing messages. Only Authorized Users of the Doctor’s HomePage who are Licensed Prescribers may use the Pharmacy Health Information Exchange for the purpose of issuing orders for the dispensation of medications or controlled substances. The Pharmacy Health Information Exchange is not intended to serve as a replacement for (i) a written prescription where not approved as such by the appropriate Governmental authorities or where such written prescription is required for record keeping purposes, or (ii) applicable prescription documentation. Use of the Pharmacy Health Information Exchange is not a substitute for a health care provider’s standard practice or professional judgment. Any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient’s health care provider. Customer shall ensure that its Authorized Users do not (i) use the Pharmacy Health Information Exchange in any manner which would allow the general public access thereto, or (ii) authorize any use of the Pharmacy Health Information Exchange for the benefit of any person or entity not an Authorized User.

4.5 Use of AddVantageRx Services provided by Cerner Multum

(a) Customer acknowledges acceptance of the restrictions that follow and the disclaimers of warranties and limitations of liability described in this Agreement with regard to use of the AddVantageRx Service, a Doctor’s HomePage Third Party Service provided by Cerner-Multum, Inc. (“Multum”).

(b) Only Doctor’s HomePage Named Users may use the AddVantageRx Service.

(c) Customer expressly acknowledges and agrees that neither Multum nor Anasazi is responsible for the results of decisions resulting from the use of the AddVantageRx Service, including, but not limited to, (i) choosing to seek or not to seek professional medical care, or from choosing or not choosing...
specific treatment based on the Service, or (ii) decisions Customer or its Authorized Users may make as a licensed healthcare provider or healthcare practitioner. The information contained within the AddVantageRx Service is intended for use only as an informational tool. Customer assumes full responsibility for insuring the appropriateness of using and relying upon the information in view of all attendant circumstances, indications and contraindications.

(d) Every effort has been made to ensure that the information provided in the AddVantageRx Service is accurate, up-to-date, and complete, but no guarantee is made to that effect. In addition, the drug information contained therein may be time sensitive.

(e) The AddVantageRx Service does not endorse drugs, diagnose patients, or recommend therapy. The Service is an informational resource designed to assist licensed healthcare practitioners in caring for their patients and provide consumers with drug specific information. Healthcare practitioners should use their clinical discretion and professional judgment in using the information provided. The Service is not a substitute for the care provided by licensed healthcare practitioners and consumers are urged to consult with their healthcare practitioner in all instances. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for any given patient.

(f) Customer acknowledges that updates to the AddVantageRx Service are made at the sole discretion of Multum. Neither Multum nor Anasazi make any representations or warranties whatsoever, express or implied, with respect to the compatibility of the AddVantageRx Service, or future releases thereof, with any computer hardware or software, nor do Multum or Anasazi represent or warrant the continuity of the features or the facilities provided by or through the AddVantageRx Service as between various releases thereof.

(g) Neither Multum nor Anasazi assume any responsibility for any aspect of healthcare administered or not administered with the aid of information the AddVantageRx Service provides.

5. Intellectual Property; Confidential Business Information.

5.1 Software License Fee. Customer agrees to pay Anasazi any unpaid Software License Fees described in Exhibit C. Such fees shall be due and payable immediately upon execution of this Agreement.

5.2 Doctor's HomePage Third Party Services Fees. Customer agrees to pay Anasazi fees for Doctor's HomePage Third Party in accordance with Exhibit C - Fees and Expenses.

6. Intellectual Property; Confidential Business Information.

This subject is addressed in Article 6 of the Customer Support and Software Maintenance Agreement, which is incorporated into this Agreement by reference.

7. Limited Warranty; Disclaimers; Limitation of Liability.

7.1 Limited Warranty – Software Products. Anasazi makes the following representations and warranties with regard to the Software Products.

(a) The Software Products will, in all Material respects, have the functionality described in the Proposal to Customer and in the Documentation.

(b) Anasazi has developed and owns the Software Products and has the right to grant the license granted herein.
The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of Anasazi, any patent right or other Intellectual Property right of any third party.

The Software Products do not, at the time of delivery to Customer, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such disabling device or characteristic will be contained in any future Software Products provided to Customer by Anasazi.

The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the Proposal. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.

Anasazi’s warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than Anasazi or an authorized representative of Anasazi; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of computer networks and Hosting Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the Proposal; (vi) failures caused by malicious software; or (vii) failures caused by negligence of Customer or its designees or any Person or Organization except Anasazi or an authorized representative of Anasazi.

Anasazi makes no warranty: (i) that the functions performed by the Software Products will meet Customer’s requirements or achieve the results desired by Customer or will operate in the combinations that may be selected for use by Licensee; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of Anasazi.

7.2 Disclaimers – Software Products

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (WHETHER OR NOT ANASAZI KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN TRADE, OR BY COURSE OF DEALING. IN ADDITION, ANASAZI EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OR ORGANIZATION OTHER THAN CUSTOMER WITH RESPECT TO THE SOFTWARE PRODUCTS OR ANY PART THEREOF AND ANY WARRANTY OR REPRESENTATION TO CUSTOMER THAT IS NOT INCLUDED IN THE PROPOSAL OR THIS AGREEMENT.


CUSTOMER ACKNOWLEDGES THAT THE DOCTOR’S HOMEPAGE THIRD PARTY SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR WARRANTIES THAT
MAY NOT BE DISCLAIMED AS A MATTER OF LAW, NEITHER THE SUPPLIERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES NOR ANASAZI MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE SERVICES, THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR BE FIT FOR A PARTICULAR PURPOSE AND WARRANTIES OF TITLE, NONINFRINGEMENT, OR MERCHANTABILITY. ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES ARE HEREBY DISCLAIMED.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE AddVantageRx SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY AND COVERS THE DRUG PRODUCTS USED IN PRACTICE IN THE UNITED STATES. CERNER-MULTUM PROVIDES NO CLINICAL INFORMATION OR CHECKS FOR DRUGS NOT AVAILABLE FOR SALE IN THE UNITED STATES AND CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SIGNIFICANTLY FROM INFORMATION SUPPLIED BY THE SERVICE. NEITHER MULTUM NOR ANASAZI WARRANTS THAT USES OUTSIDE THE UNITED STATES ARE APPROPRIATE.

(b) CUSTOMER ASSUMES ALL RISK FOR SELECTION AND USE OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES AND CONTENT PROVIDED THEREON. NEITHER ANASAZI NOR THE SUPPLIERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES SHALL BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMissions REGARDING CONTENT DELIVERED THROUGH THE SERVICES OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY.

CUSTOMER ACKNOWLEDGES THAT ANASAZI AND THE PROVIDERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES: (A) HAVE NO CONTROL OF OR RESPONSIBILITY FOR THE AUTHORIZED USER'S USE OF THE SERVICES OR CONTENT PROVIDED THEREON, (B) HAVE NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE ADDVANTAGERx OR SURESCRIPTS SERVICES OR CONTENT PROVIDED THEREON MAY BE USED BY THE AUTHORIZED USER, (C) UNDERTAKE NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE SERVICE, AND (D) HAVE NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY OTHER PERSONS.

(c) THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE WITH REGARD TO ANASAZI, MULTUM, AND SURESCRIPTS OR ANY OTHER PERSON OR ORGANIZATION THAT PROVIDES DOCTOR'S HOMEPAGE THIRD PARTY SERVICES.

(d) Any warranties for Doctor's HomePage Third Party Services expressly provided herein do not apply if:

Amended and Restated License Agreement between Anasazi Software, Inc. and Customer
(i) Customer alters, mishandles or improperly uses, or (if applicable) stores or installs all, or any part, of the Doctor's HomePage Third Party Service,

(ii) An Authorized User uses, or (if applicable) stores or installs the Doctor's HomePage Third Party Service on a computer system which fails to meet the specifications provided by Anasazi and the provider of the Doctor's HomePage Third Party Service, or

(iii) The breach of warranty arises out of or in connection with acts or omissions of persons other than Multum, SureScripts or Anasazi.

7.4 Limitation of Liability.

IN NO EVENT WILL ANASAZI OR THE PROVIDERS OF THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCTS OR THE DELIVERY OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ITS EXHIBITS OR ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH EVEN IF ANASAZI, MULTUM, SURESCRIPTS OR ANOTHER PROVIDER OF DOCTOR'S HOMEPAGE THIRD PARTY SERVICES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS UNDERSTOOD THAT THE SOFTWARE PRODUCTS AND THE DOCTOR'S HOMEPAGE THIRD PARTY SERVICES WILL BE USED IN THE DELIVERY OF CLINICAL SERVICES AND ADMINISTRATION OF HUMAN SERVICE PROGRAMS, AND AGREED THAT RESPONSIBILITY FOR ALL DECISIONS RELATING TO THE PROVISION OF TREATMENT, PAYMENT OF BENEFITS AND ALLOCATION OF RESOURCES ARE THE RESPONSIBILITY OF CUSTOMER OR THE PERSONS OR ORGANIZATIONS THAT USE THE SOFTWARE PRODUCTS OR DOCTOR'S HOMEPAGE THIRD PARTY SERVICES, AND NOT THE RESPONSIBILITY OF ANASAZI, MULTUM, SURESCRIPTS, OR OTHER PROVIDERS OF DOCTOR'S HOMEPAGE THIRD PARTY SERVICES. THE LIABILITY OF ANASAZI, MULTUM, SURESCRIPTS, OR OTHER PROVIDERS OF DOCTOR'S HOMEPAGE THIRD PARTY SERVICES AND CUSTOMER'S SOLE REMEDIES UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARE LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE SOFTWARE PRODUCTS AND THE REPROCESSING OF ANY DATA WHICH IS INCORRECT AS A RESULT OF SUCH DEFECT, AND, IN THE EVENT OF A FINAL DECISION RENDERED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCEDURES OF SECTION 11.11 APPROVING TERMINATION OF THIS AGREEMENT BECAUSE OF A MATERIAL BREACH BY ANASAZI, REFUND OF THE UNAMORTIZED PORTION OF THE LICENSE FEE BASED ON AMORTIZATION OVER A FIVE YEAR TERM BEGINNING ON THE EFFECTIVE DATE AND, IN THE EVENT OF A FAILURE TO PROVIDE A DOCTOR'S HOMEPAGE THIRD PARTY SERVICE, REFUND OF FEES PAID FOR THAT SERVICE FOR THE PRECEDING TWELVE (12) MONTH PERIOD.

7.5 Allocation of Risk. Customer acknowledges that the fees charged by Anasazi in this Agreement reflect the allocation of legal and business risks, including but not limited to the foregoing disclaimer and limitation of liability. A modification of the allocation of risks set forth in this Agreement would affect the fees charged by Anasazi and, in consideration of such fees, Customer agrees to such allocations of risk.
8. **Indemnification.**

8.1 **Indemnification: Intellectual Property.** Anasazi shall defend, at its own expense, any action, claim or demand (or portion thereof) brought against Customer that is based on a claim that the Software Products infringe upon the Intellectual Property rights of any third party. Anasazi will indemnify and hold harmless Customer and Authorized Users against any loss, expense, damages and costs including reasonable attorneys' fees, penalties, and interest incurred in such actions to the extent attributable to such claims; provided, that Anasazi is given prompt written notice of such claim, reasonable assistance from Customer, and sole authority to defend or settle such claim. Customer shall have the right to approve any settlement that does not fully release Customer from any present or future obligations to the third party or Anasazi related to any claims asserted. If the Software Products become the subject of such a claim of infringement then Anasazi may, at its option: (i) procure for Customer the right to use the Software Products free of any liability for infringement or violation; (ii) replace or modify the Software Products to make them non-infringing or non-violating; or (iii) grant to Customer a credit for the unused portion of the applicable portion of the License Fee paid based on amortization over a five year term and thereupon Customer shall return the Software Products to Anasazi. Anasazi will have no liability for any claim based on use or modification of the Software Products other than as specified in this Agreement.

8.2 **Indemnification: Negligent Acts.** Each party shall defend, at its own expense, any action, claim or demand (or portion thereof) brought against the other party that is based on a claim of negligence, gross negligence or willful misconduct on the part of the indemnifying party or an officer, director, employee or agent of the indemnifying party (excluding claims described in sections 8.1 or 8.3). The indemnifying party will indemnify and hold harmless the other party and its officers, directors, employees and agents against any loss, expense, damages and costs including reasonable attorneys' fees, penalties, and interest incurred in such actions to the extent attributable to such claims; provided, that the indemnifying party is given prompt written notice of such claim, reasonable assistance from the other party, and sole authority to defend or settle such claim. Neither party will be required to defend or indemnify the other party with respect to losses or expenses finally adjudged by a court of competent jurisdiction to have been caused by the negligence, gross negligence, or willful misconduct of the other party or its officers, directors, employees or agents. Each party shall have the right to approve any settlement that does not fully release it or its officers, directors, employees or agents from any present or future obligations related to any claims asserted.

8.3 **Indemnification: Customer Use of Software Products and Doctor's HomePage Third Party Services.**

Customer shall defend, at its own expense, any action, claim or demand (or portion thereof) brought against Anasazi, Multum, SureScripts or other providers of Doctor's HomePage Third Party Services that is based on a claim related to the use of the Software Products or a Doctor's HomePage Third Party Service or content provided thereon by Customer or Authorized Users, including but not limited to claims based on tort, medical malpractice, or product liability. Customer will indemnify and hold harmless Anasazi, Multum, SureScripts and other providers of Doctor's HomePage Third Party Services and their officers, directors, employees and agents against any loss, expense, damages and costs including reasonable attorneys' fees, penalties, and interest incurred in such actions to the extent attributable to such claims; provided, that Customer is given prompt written notice of such claim, reasonable assistance from Anasazi, and sole authority to defend or settle such claim. Anasazi shall have the right to approve any settlement that does not fully release Anasazi or a provider of Doctor's HomePage Third Party Services or their officers, directors, employees or agents from any present or future obligations to the third party or Anasazi related to any claims asserted.
9. Term and Termination.

9.1 Term. This License Agreement shall commence on the Effective Date, and shall continue in perpetuity unless terminated in accordance with the terms set forth below. As provided in the Customer Support and Software Maintenance Agreement, the Initial Term of that agreement commenced on the Support and Maintenance Effective Date. That agreement is automatically extended for additional one year terms unless terminated earlier by either party in accordance with that agreement.

9.2 Termination for Cause. Either party may terminate this Agreement upon a Material Breach of a provision of this Agreement by the other party, following the procedures described in this section.

(a) The party that is not in breach ("Non-breaching Party") will give the other party ("the Breaching Party") written notice describing the breach in sufficient detail to inform the other party of the provision(s) of the Agreement that have been breached and the manner in which the breach occurred.

(b) If the breach is a willful breach of part 6 of this Agreement, pertaining to Intellectual Property Rights, Confidential Company Information, and Trade Secrets, then the Non-Breaching Party shall have the option, at its sole discretion, to terminate the Agreement immediately, without giving the Breaching Party the opportunity to cure the breach. If the Agreement is not terminated immediately, the Breaching Party shall have ten (10) days to cure the breach.

(c) If the breach is for failure to pay fees and expenses when due, the Breaching Party shall have ten (10) days to cure the breach.

(d) If the breach is not one described in (b) or (c), above, the Breaching Party shall have forty-five (45) days to cure the breach.

(e) If the Breaching Party fails to cure a Material Breach described in (c) or (d) within the time allowed, the Non-Breaching party may request that the Agreement be immediately terminated. If the Breaching party agrees, the Agreement will be terminated immediately. If the Breaching Party does not agree that a Material Breach has occurred or believes that the breach has been cured, the matter will be resolved in accordance with the dispute resolution procedures described at section 11.11 of this Agreement and the Agreement will remain in force until resolution of the dispute.

(f) Either party may terminate this Agreement immediately, without notice, and without the opportunity to cure, in the event that the other party voluntarily becomes the subject of bankruptcy, liquidation or insolvency proceedings; has any such proceeding filed without its consent and such proceeding is not dismissed or stayed within ninety (90) days; or makes an assignment for the benefit of creditors of all or substantially all of its assets.

9.3 Termination without Cause.

(a) After payment in full of the Software License Fee and any and all other fees that Customer is obligated to pay Anasazi pursuant to this Agreement, Customer shall have the right to terminate this Agreement upon ninety (90) days written notice to Anasazi. The parties may terminate this agreement by mutual written consent.

(b) Unless otherwise agreed in writing by Anasazi and Customer, a party that terminates this Agreement without cause waives any claim it may have that the agreement was terminated because of a Material Breach by the other party. Such a claim may not be asserted as the basis of an action for damages or
suit for equitable remedies, or as the basis for a right of offset or defense against a claim by the other party. This provision does not apply to a Material Breach that occurred after the date of the notice of termination, or any breach at any time of Part 6 of this Agreement, pertaining to Intellectual Property Rights, Confidential Company Information, and Trade Secrets.

9.4 Suspension in Event of Customer Delay. Anasazi’s obligations to Customer under this Agreement will be automatically and immediately suspended in the event that Customer is more than sixty (60) days delinquent in making payments to Anasazi required by this Agreement.

9.5 Obligations upon Termination. Upon termination of this Agreement:

(a) Customer and its Authorized Users shall immediately discontinue use of the Software Products and disable all passwords.

(b) Customer will immediately delete any copies of the Software Products and Documentation from the Hosting Equipment, and permanently overwrite or degauss storage media or devices to make it impossible to recover any portion of the Software Products from the Hosting Equipment; destroy any electronic or printed copies of the Software Products and Documentation; return any Software Products or Documentation that has not been destroyed to Anasazi; and verify to Anasazi in writing that it has taken these actions.

(c) Each party will, if feasible, erase, destroy or return to the other party all of the other party’s Confidential Information in its possession or control. Customer shall pay the actual costs incurred by Anasazi in removing Customer Data from Anasazi records.

(d) All amounts payable or accrued to Anasazi under this Agreement shall become immediately due and payable.


10.1 Notices. All notices required or permitted to be made or given hereunder shall be in writing, delivered in person with receipt obtained or by certified or registered mail or by overnight delivery by an established national delivery service at the respective addresses set forth on the Cover and Signature Page of this Agreement. All notices shall be deemed effective upon delivery. Notices shall be addressed to the persons identified on the Cover and Signature Page of this Agreement, or to other persons identified in writing by either party.

10.2 Force Majeure. Neither the parties nor the providers of Doctor’s HomePage Third Party Services shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Notwithstanding the foregoing, in the event that such condition prevents or delays performance of any party for a period in excess of sixty (60) days, the other party shall have the right to immediately terminate this Agreement upon written notice.

10.3 Entire Understanding; Amendments; Waivers; No Right of Offset.

(a) This Agreement constitutes the entire understanding of the parties and between Anasazi and Customer with respect to its subject matter. It supersedes all prior or contemporaneous representations or written and oral agreements with respect to its subject matter. Neither party is
relying on any representation, promise, or inducement made by or on behalf of the other party, nor on any course of dealings or custom and usage in the trade, except as expressly stated in the Proposal or in this Agreement.

(b) This Agreement shall not be modified, amended, or in any way altered except in writing, in a document signed by both parties.

(c) No waiver of any provision of this Agreement or the right of either party to enforce a provision of this Agreement will be effective unless in writing and signed by the party waiving compliance. No waiver of, breach of, or default under any provision of this Agreement will be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision of this Agreement.

(d) The existence of any claim or cause of action by a party against the other party, whether predicated on this Agreement or otherwise, shall not constitute a defense to enforcement of this Agreement, or create a right of offset against payments due pursuant to this Agreement.

10.4 Governing Law and Jurisdiction. This Agreement shall be interpreted, construed, and governed by the laws of the State of Arizona, without regard to conflict of law principles. The parties agree to sole jurisdiction and venue in any Federal or state court sitting in the State of Arizona.

10.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Without limiting the generality of the preceding sentence, if any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement, including the limitation of liability and exclusion of damages shall remain in full force and effect.

10.6 Survival. All provisions of this Agreement that pertain to protection of Intellectual Property rights, non-disclosure of Company Information, privacy of Protected Health Information, maintenance of the security of data, defense and indemnification, and responsibility for payment of fees incurred prior to termination, shall survive termination of this Agreement.

10.7 Headings. Headings used herein are provided for convenience of reference only and shall not constitute a part of this Agreement.

10.8 Publicity. Customer consents to publication of its name by Anasazi as a user of the Software Products.

10.9 No Unauthorized Use of Trademarks. In order to preserve the value of each party's name and/or any trademarks, service marks, trade names, or trade dress adopted and/or used by that party from time to time, the other party shall not make any use of any of the same for any reasons (e.g., in advertising, press releases, or other publicity) except solely as may be expressly authorized by this Agreement or otherwise authorized in writing.

10.10 Independent Contractors. The parties are independent contractors. Nothing in this Agreement is intended to create a partnership, joint venture, or agency relationship.

10.11 Dispute Resolution.

(a) The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement or dispute.
If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The costs of mediation shall be shared equally by the parties.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties, or in Phoenix, Arizona if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state or federal court of competent jurisdiction. The costs of arbitration shall be shared equally by the parties.

Except for mediation and arbitration fees, which shall be shared by the parties, and except as provided in section 10.12, each party shall bear its own attorneys fees and other expenses associated with resolution of any dispute.

10.12 Injunctive Relief. Each party acknowledges that any violation by that party of its covenants in sections 6.1, 6.2, or 6.3 of the Customer Support and Software Maintenance Agreement would cause the other party to suffer great loss and immediate and irreparable injury would result in damage to the other party that is largely intangible but nonetheless real. The parties agree that such covenants are reasonably necessary to protect and preserve their interests. Without regard to the provisions of section 10.2 (opportunity to cure) or section 10.11 (dispute resolution procedures), each party shall be immediately entitled to a temporary restraining order and a permanent injunction to prevent a breach of any of such covenants or agreements. The party against whom such injunction is sought hereby waives any requirement that such party seeking the injunction submit proof of the economic value of any Company Information or post a bond or any other form of security. The party against whom any such temporary restraining order or injunction is entered agrees to pay to the other party any reasonable expenses, including but not limited to attorney fees, incurred in obtaining such specific enforcement (in addition to any other relief to which the other party may be entitled).

10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

10.14 Assignment; Successors.

(a) Neither party may assign its rights under this Agreement, except to an Affiliate, or the purchaser of substantially all of its assets, or as permitted in writing by the other party. “Affiliate” shall mean any individual, corporation, partnership, association, or business that directly or indirectly controls or is controlled by, or is under common control with Anasazi or Customer.

(b) No assignment of this Agreement may result in an expansion of the Scope of License granted to Customer. If Customer’s successor or assignee has operating revenues or expenditures greater than those used to determine the Software License Fee and wishes to use the Software Products for programs, divisions and locations other than those originally supported by the Scope of License, the successor or assignee will be obligated to pay Anasazi an additional Software License Fee based upon that increment in revenue or expenditures and Anasazi’s then current usual and customary license fee schedule. Failure to pay any such incremental fee is a Material Breach of this Agreement.

(c) This Agreement will be binding upon the successors and permitted assigns of each party.
10.15 **Anasazi Access to Customer Systems.** Customer will allow Anasazi representatives to access Customer's Hosting Equipment, Software Products and to Customer Data, either on-site or remotely, as necessary to enable Anasazi to fulfill its obligations to Customer under this Agreement or other agreements. Anasazi representatives may require access to Protected Health Information maintained by or on behalf of Customer. Anasazi will abide by the terms of its Business Associate Agreement with Customer related to protection of the confidentiality of Protected Health Information.

**END OF SOFTWARE LICENSE AGREEMENT - EXHIBITS FOLLOW**
Exhibit A - Glossary

The following definitions apply to agreements between Anasazi Software, Inc. and Customer.

“Additional Customer Support Services Fees” is defined at section 4.5(c) of Exhibit C.

“Anasazi Staff” or “Anasazi Personnel” means all permanent or temporary employees of Anasazi and all contractors or third-party service providers retained by Anasazi, in whole or in part, for the purpose of performing the Services to Customer described in this Agreement.

“Anniversary Date” means the date of the calendar year that falls one year after the Support and Maintenance Effective Date and each year thereafter, or such other date or dates as the parties may specify in writing.

“Application Technical Support Services” means technical support services that are directly related to the initial installation of the Software Products or to verifying that the Software Products function properly on the Hosting Equipment in a production environment (either at the time of initial installation or at any other time), and any Non-Application Technical Support Services that are specifically designated by Anasazi to be considered and billed as Application Technical Support Services in the Proposal or other written document.

“Authorized Users” are members of Customer’s Workforce, or, if Customer has been licensed to operate as a Services Bureau, members of the Workforce of other Persons or Organizations (but only as permitted by the scope of license described in Exhibit B – Scope of License), to whom Customer has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Anasazi Intellectual Property Rights and Confidential Information.

“Business Continuity Services” means the temporary provision of hosting services by Anasazi to enable Customer to continue to access Customer Data and use the Anasazi Licensed Software to support Customer’s operations, as described in section 2.10 of the Customer Support and Software Maintenance Agreement, as amended.

“Certified Customer Staff” means an Authorized User directly employed by Customer that has passed one or more Anasazi certification courses.

“Combined Operating Budget” means the total of all direct, indirect, and administrative costs of operation of programs, divisions, or services operated by Customer and by other Persons or Organizations permitted to access and use the Software Products within the Scope of License. (For example, if the Scope of License permits Customer to allow another Person or Organization to use the Software Products to support operation of a Community Mental Health Center, the operating budget of that center would be included in the Combined Operating Budget.)

“Commercially Reasonable” means: (i) an action by Anasazi in fulfilling its responsibilities to Customer that is reasonable, given the resources available to Anasazi, the availability to Anasazi of Anasazi Staff who are qualified to provide Services requested by Customer in the timeframe requested by Customer, the work Anasazi is already obligated to perform for other customers, and the nature of Customer’s request, and (ii) an adjustment to a fee that is reasonable, given inflation (as measured by the Consumer Price Index for All Urban Consumers (CPI-U)), the cost of recruiting, hiring, and paying qualified employees or contractors to perform Customer Support Services, maintain Anasazi Software Products, and develop New Versions of Software Products, and the reasonable cost of operation of a software company of comparable size to Anasazi.
"Continuously Subscribes" means that Customer enters a Customer Support and Software Maintenance Agreement with Anasazi, that the Agreement is renewed without interruption, and that Customer pays all fees and expenses due Anasazi in a timely manner and is current in payment of all fees and expenses as required by all Agreements between Anasazi and Customer and Exhibit C – Fees and Expenses.

"Conversion Services" refers to a variety of services to be provided by Anasazi to Customer to support installation of the Software Products and Customer's conversion to use of the Software Products in a production environment. Conversion Services includes items such as planning the installation, identification of resources required to support implementation, project management, technical consultation and support, conversion of existing Customer Data from legacy software systems to the Software Products, design of custom forms and reports, development of customer requested Enhancements, Training and Implementation Services, and similar work. The specific package of services estimated to be delivered to Customer is described in the Proposal.

"Consulting Services" are professional Services provided by Anasazi to help Customer identify and resolve business problems, or improve the operation of its programs and its business. This includes, but is not limited to consultation regarding billing, reimbursement, fiscal management, and revenue optimization, and consultation regarding business or administrative practices. Any such service will be so designated in a proposal, estimate or other response to a request for Services.

"Customer Data" is information created, received or used by Customer to operate its business and clinical operations. Customer Data includes, but is not limited to, Protected Health Information.

"Customer Support Services" refers to a range of services Anasazi may deliver to Customer pursuant to this Agreement that support Customer in its use of the Anasazi Software Products, operation of its information systems, and management of its business. Customer Support Services include but are not limited to Application Technical Support Services, Non-Application Technical Support Services, Consulting Services, User Support, Training, creation of Enhancements at the request of Customer, or other Services agreed upon by Anasazi and Customer. Customer Support Services do not include Conversion Services to be provided by Anasazi pursuant to the Software License and Conversion Services Agreement between the parties.

"Customer Support Services Credit" means the difference between: (i) the cumulative total of Customer Support Services Fees invoiced to Customer; and (ii) the cumulative total of the value of Customer Support Services invoiced to Customer.

"Customer Support Services Fee" means a monthly fee paid to Anasazi to enable Anasazi to provide Customer Support Services.

"Defect" means a malfunction in a Software Product that causes erroneous data to be applied to the database, server hang, significantly decreased performance in processing of transactions or reporting, or that prevents a significant feature of the Software Product from performing substantially in accordance with the Documentation for the product or the Proposal. "Defect" does not include problems related to use of a Software Product that are not attributable to Anasazi. Causes not attributable to Anasazi include, but are not limited to:

- Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of or damage to rotation media, excessive heating; fire and smoke damage; operation of the Software Products on media or hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications, or causes other than ordinary use;
•Damaged data or applications caused by a virus, worm, Trojan horse, or other malicious software that is not introduced by the Software Product;

•Failures caused by conflicts with software applications not listed as required third party technologies in the Proposal;

•Until specifically approved by Anasazi, failures caused by defects in or conflicts with newer versions of required third party products;

•Improper configuration or installation of Hosting Equipment or installation of Hosting Equipment that does not provide sufficient resources to enable the anticipated number of Authorized Users to access and use the Software Products in the manner described in Anasazi's Proposal to Customer;

•Improper installation by Customer or use of the Software Products that significantly deviates from any operating procedures established by Anasazi in the applicable Documentation; and

•Modification, alteration or addition to or attempted modification, alteration or addition to the Software Products undertaken by Persons or Organizations other than Anasazi or Anasazi's authorized representatives.

“Disaster Recovery Services” means data backup, data recovery and Business Continuity Services provided by Anasazi, as described in sections 2.9, 2.10 and 2.11 of the Customer Support and Software Maintenance Agreement, as amended.

“Doctor’s HomePage Concurrent Users” means the number of Doctor’s HomePage Named Users permitted to simultaneously gain access to the Anasazi Doctor’s HomePage System.

“Doctor's HomePage Named Users” means Authorized Users for whom Customer requests permission to access and Anasazi has enabled access to the Anasazi Doctors HomePage System and the Doctor’s HomePage Third Party Services.

“Doctor’s HomePage Third Party Services” means the AddVantageRx Service provided by Cerner-Mulnum, the Pharmacy Health Information Exchange Service provided by SureScripts, Inc. and other informational Services for the Anasazi Doctor’s HomePage System delivered by third parties that Anasazi may make available to Customer (in addition to or as substitutes for the AddVantageRx and/or Pharmacy Health Information Exchange Service).

“Documentation” means the user manuals, operator instructions, on-line manuals and help systems and other materials that explain the process of installation of the Software Products and the functions and use of the Software Products, and any revisions, Enhancements or modifications thereto, in printed or electronic form.

"Effective Date" is the latter of the date that both parties execute the Software License and Conversion Services Agreement and the date that Anasazi receives the Software License Fee described on the Cover and Signature Page of that Agreement.

“Effective Expansion of the Scope of License” is an increase in the Combined Operating Budget of the business supported by use of the Software Products beyond that created by normal growth of Customer's existing programs. Examples of events that might create an Effective Expansion of the Scope of License are merger with another entity, acquisition of another entity or its assets, establishment of a new facility, start up of a new program, and expansion of existing programs into new catchment areas or markets.

"Enhancement" means a revision to a Software Product to improve the functionality of the software or address a specific functional requirement, including but not limited to the creation of customized reports, data fields, data entry screens, or routines for the processing and display of information by the Software Product.


"Hosting Equipment" means the computer hardware, local and wide area networks, communications equipment, data lines, redundant power supplies, back-up systems, physical security devices, operating system software, data bases, data base drivers and other third party software applications required for installation of the Software Products, such as to enable Authorized Users access to the Software Products, and to ensure that the system performs in a satisfactory manner.

"Individually Identifiable Health Information" means information that: identifies an individual, or which might be used to identify an individual (including the individual's name, address, names of relatives, employer, date of birth, telephone or fax number, e-mail address, social security number, patient identification number, certificate or license number, web URL, IP address, fingerprint and voice prints, photographic image or other unique identifying number, characteristic or code); identifies the individual as a recipient of physical or mental health services or services for the treatment of alcohol or chemical dependency; or relates to the past, present or future physical or mental health or condition of an individual, or the past, present or future payment for the provision of health care services to an individual.

"Initial Term" means the period of time between the Support and Maintenance Effective Date and the first Anniversary Date.

"Intellectual Property" means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing: copyrights (including derivative works, as defined by the United States Copyright Act, thereof), trademarks, trade names, trade secrets, mask work rights, know-how, patents and any other intellectual and industrial property and proprietary rights, of every kind and nature throughout the universe and however designated, and including all registrations, applications, renewals and extensions thereof, under applicable law as it may currently exist or as it may in the future exist.

"License Effective Date" means, for any Software Product, the effective date of the original agreement between Anasazi and Customer for the license of that Software Product to Customer. (For example, the License Effective Date for the "Anasazi Client Data System" may predate the License Effective Date for the "Anasazi Doctors HomePage System" Software Product.)

"Maintained Software Products" are those Software Products listed in Exhibit B – Scope of License, including Enhancements, Promotions and New Versions of those products delivered to Customer pursuant to this Agreement or another agreement between Customer and Anasazi.

"Maintenance Services" means Anasazi services in support of the operation of the User Group, collaboration with the User Group, development of User Group requested Enhancements, and development of New Versions of the Software Products.
“Material Breach” or “Material”, means a failure of either party to meet its obligations under this Agreement to such an extent that a reasonable Person would be more likely than not to decline to enter into this Agreement in view of the matter in question.

“Monthly Fees” means the total of the monthly Customer Support Services Fee, Software Maintenance Fee, and New Version Rights Fee Customer has agreed to pay Anasazi.

“New Version” means a major version of the Software Products which provides significant new functionality, incorporates significant new technologies, creates compatibility with new technologies, or that otherwise substantially expands the capability of the Software Products relative to the prior version of the Software Product. A New Version is indicated by means of a change of the Software Product version number to the left of the decimal point, e.g. 3.0 >> 4.0.

“New Version Rights Fee” is the fee paid by Customer in consideration for the right to receive New Versions of Maintained Software Products.

“Non-Application Technical Support Services” means technical support services required to enable Customer to install, operate, maintain and troubleshoot a computerized information system, part of which is the Hosting Equipment. The term includes, but is not limited to: design of local and wide area computer networks; selection, purchase, installation, maintenance, use, and repair of computer network hardware (such as routers, switches, and servers), workstations, printers, portable electronic devices and media, communications systems, remote access systems, databases, database drivers, operating systems software, firewalls, intrusion detection systems, utilities, browsers and software other than the Software Products; security risk assessment and management; disaster recovery; and data backup and restoration.

“Non-prescribing Professional User” means a healthcare professional who is not authorized by law to issue orders for the dispensation of medications or controlled substances and is a Doctor’s HomePage Named User whose access excludes the capability of ordering drugs and writing prescriptions but has the ability to record certain other prescribing related information such as outside prescriptions.

“Object Code” or “Executable Code” means a series of one or more instructions executable after suitable processing by a computer or other programmable machine, without compilation or assembly.

"Person or Organization" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, trust, governmental authority, association or other entity, enterprise, authority or business organization.

"Prescribing Professional User“ means a currently licensed physician, nurse practitioner, or other healthcare professional who is authorized by law to issue orders for the dispensation of medications or controlled substances and is a Doctor’s HomePage Named User.

"Promotion" means a version of a Software Product and may consist of a combination of corrections and Enhancements to a prior version of the Software Product. Promotions are indicated by means of a change of the Software Product version number to the right of the decimal point, e.g. 3.0 >> 3.1.

"Protected Health Information” means Individually Identifiable Health Information that is created or received by a Person or Organization that is a covered entity under HIPAA.

“Project Leader” means the person or persons assigned by Customer to work with the Project Manager to ensure efficient delivery of Services to Customer.
“Project Manager” means a member of the Anasazi Staff assigned to oversee the provision of Services to Customer.

“Regular Hours” for User Support Services delivered at Anasazi’s Phoenix headquarters are 7:00 a.m. through 5:00 p.m. Mountain Standard Time and 7:00 a.m. through 6:00 p.m. Mountain Daylight Time. Regular Hours for all other Services delivered at Anasazi’s Phoenix headquarters are 8:00 a.m. through 5:00 p.m. Mountain Standard Time and 9:00 a.m. through 6:00 p.m. Mountain Daylight Time. Regular Hours for services delivered at the Customer site are 8:00 a.m. through 5:00 p.m. in the Customer’s time zone. Regular Hours for all services are Monday through Friday, except for generally recognized national holidays.

“Scope of License” is the extent to which Customer may use the Anasazi Software Products consistent with this Agreement and Exhibit B – Scope of License.

“Services” means all services delivered to Customer by Anasazi pursuant to an Agreement.

“Services Bureau” means making the Software Products available to members of the Workforce of a Person or Organization other than Customer for the purpose of supporting the operation of that Person or Organization, or an organized system of services in which the Customer participates. Customer’s right to use the Software Products to support the operation of a Service Bureau is defined in the scope of license on Exhibit B – Scope of License. Fees to be paid to Anasazi for use of the Software Products to support a Service Bureau are described in Exhibit C – Fees and Expenses.

“Software Maintenance Fee” means the fee paid to Anasazi in consideration for its ongoing provision of Maintenance Services.

“Software Product” or “Software Products” means the computer software program or programs licensed by Anasazi to Customer specified in Exhibit B – Scope of License, in machine executable Object Code form and the Documentation. The term includes Enhancements, Promotions or New Versions of the Software Products licensed by Anasazi to Customer.

“Source Code” means a series of instructions or statements in an English-like high level computer language such as DataFlex, FORTRAN, C, or PASCAL, or in a relatively low-level language such as the assembly language for a particular processor. Source Code is normally readable by humans trained in the particular computer language in question. It is transformed by compiler into machine readable Object Code (or Executable Code) for actual use on a computer.

“Support Services Request” means a documented request submitted by the Customer for Anasazi to provide Customer Support Services.

“Support and Maintenance Effective Date” means the first day of the month that Customer “goes live” and begins using any of the Maintained Software Products in a production environment. The Customer Support and Software Maintenance Agreement is considered effective as of that date.

“Training” means instructional programs to familiarize Customer and Authorized Users with the functions and features of the Software Products and use of the products in a production environment.

“Training and Implementation Services” are Training and other services delivered by Anasazi to assist Customer to begin to use the Anasazi Software Products on the Hosting Equipment to support Customer in its business and clinical operations.

“User Group” means the Anasazi Software National Alliance (“ASNA”) an association of organizations that have licensed the Anasazi Software Products. The Bylaws of ASNA govern its operations, and will be made
available to Customer upon execution of this Agreement. The User Group recommends Enhancements to be developed by Anasazi, and the priority for development of those Enhancements.

"User Support" means services to assist end users to gain access to, understand and use the Software Products, including (a) clarification of functions and features of a Software Product; (b) clarification of the Documentation; (c) guidance in the operation of the Software Product; and (d) error verification, analysis and correction, to the extent feasible by telephone.

"Workforce" means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of a Person or Organization, whether or not they are paid by that Person or Organization. Workforce does not include contractors who perform services that would otherwise be performed by Anasazi, unless the contractor has signed an agreement with Anasazi for the protection of Anasazi's Intellectual Property rights.
RESTATED EXHIBIT B
SCOPE OF LICENSE; MAINTAINED PRODUCTS; AUTHORIZED USERS

This Exhibit identifies the software applications and documentation to be licensed by Anasazi to Customer, the permitted uses of those Software Products, and the number of persons who may be designated as concurrent Authorized Users of the Software Products. It is part of the License and Conversion Services Agreement between Anasazi and Customer, which includes additional provisions pertaining to the scope of license and permitted uses of the Software Products. This Exhibit also identifies the Software Products for which Anasazi will provide Customer Support and Maintenance Services as provided in the Customer Support and Software Maintenance Agreement between the parties.

A. LICENSED AND MAINTAINED SOFTWARE PRODUCTS

The table below identifies by check-mark the software applications and accompanying documentation licensed by Anasazi to Customer for use as permitted in this Exhibit and the Software License and Conversion Services Agreement, and those for which Anasazi will provide Customer Support Services and Software Maintenance as provided in the Customer Support and Software Maintenance Agreement.

<table>
<thead>
<tr>
<th>Software Product</th>
<th>Version</th>
<th>Licensed</th>
<th>Maintained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anasazi Client Data System</td>
<td>4.0</td>
<td>✚</td>
<td>✚</td>
</tr>
<tr>
<td>Anasazi Assessment System</td>
<td>3.0</td>
<td>✚</td>
<td>✚</td>
</tr>
<tr>
<td>Anasazi Treatment Plan System</td>
<td>3.0</td>
<td>✚</td>
<td>✚</td>
</tr>
<tr>
<td>Anasazi Doctor's Home Page System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anasazi Scheduling System</td>
<td>2.0</td>
<td>✚</td>
<td>✚</td>
</tr>
<tr>
<td>Anasazi Cost Accounting System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anasazi Human Resources System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anasazi Fiscal System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anasazi Managed Care Organization (MCO) System</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. SCOPE OF LICENSE

The Software Products may be used for the purposes indicated by checkmark below and for no other purposes:

☑ Support of all programs operated directly by Customer, at all Customer locations;
☐ Support of the following divisions, locations, or programs operated by Customer, and no others:

☐ Customer operation of a Services Bureau for the following purposes, and no others:

C. AUTHORIZED USERS

1. 

(a) The number of individuals who may be designated as Authorized Users for Software Products other than the Anasazi Doctor's HomePage System is:

☑ Unlimited for Software Products other than the Doctor's HomePage System.

☐ Up to ______ persons may concurrently access Software Products other than the Anasazi Doctor's HomePage System.

(b)

(i) Records in this subsection signify that Customer has elected to license the Doctor's HomePage System on a concurrent user basis such that the number of Doctor's HomePage Named Users is unlimited and further denotes that the number of Doctor's HomePage Concurrent Users as:

Up to 0 Prescribing Professional Users may concurrently access the Doctor's HomePage System and the Doctor's HomePage Third Party Services.

Up to 0 combined Prescribing Professional Users and Non-Prescribing Professional Users may concurrently access the Doctor's HomePage System and the Doctor's HomePage Third Party Services such that unused licensing capacity for Prescribing Professional Users may be accessed by additional Non-prescribing Professional Users.

2. Only the following persons may be designated as Authorized Users:

☑ Members of Customer's Workforce;
RESTATED EXHIBIT C - FEES AND EXPENSES
Effective – January 1, 2010

This Exhibit C describes terms for Customer payment of fees and reimbursement of expenses incurred by Anasazi Software, Inc. It is incorporated by reference into agreements between Anasazi and Customer. This version of Exhibit C supersedes all previous versions as of the effective date indicated above.

1. Fees

1.1 Software License Fee. The additional Software License Fee for Customer’s use of the Software Products within the Scope of License permitted on Exhibit B is $42,725. This fee shall be paid as follows:

<table>
<thead>
<tr>
<th>Initial Payment</th>
<th>Due upon signing the Agreement</th>
<th>$14,241.66</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Payment</td>
<td>Due January 15, 2012</td>
<td>$14,241.66</td>
</tr>
<tr>
<td>Final Payment</td>
<td>Due April 15, 2012</td>
<td>$14,241.68</td>
</tr>
</tbody>
</table>

1.2 Customer Support Services Fee. The monthly Customer Support Services Fee is $900. This fee is due and payable on the first day of each month of the term of the Customer Support and Software Maintenance Agreement.

1.3 Software Maintenance Fee. The monthly Software Maintenance Fee is $1,030. This fee is due and payable on the first day of each month of the term of the Customer Support and Software Maintenance Agreement.

1.4 Doctor’s HomePage Third Party Services Fees.

(a) If Customer has elected to license the Anasazi Doctor’s HomePage System on a concurrent user basis;

(i) The monthly fee per licensed Doctor’s HomePage Concurrent User of the Doctor’s Home Page that are Prescribing Professional Users is $56.

(ii) The monthly fee per Doctor’s HomePage Concurrent User of the Doctor’s Home Page that are Non-prescribing Professional Users is $56.

2. Rate Schedule; Billing Practices

2.1 Rates and Rate Adjustments.

(a) Customer will be charged for all Services in accordance with the rate schedule described in subsection (c), adjusted for services delivered outside of Regular Hours as described in subsection (d).

(b) Rates for Services delivered by Anasazi Staff are based upon the Services provided and the skill level of the persons who normally provide each Service. The schedule below displays the “Regular Rates” charged by Anasazi. These rates and the schedule may be adjusted from time to time, as described in Part 5 of this Exhibit C.
The “Regular Rates” are as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Application Technical Services</td>
<td>$275.00 per hour</td>
</tr>
<tr>
<td>Anasazi Executive Staff</td>
<td>$305.00 per hour</td>
</tr>
<tr>
<td>Consulting Services</td>
<td>$220.00 per hour</td>
</tr>
<tr>
<td>Application Technical Services</td>
<td>$220.00 per hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$195.00 per hour</td>
</tr>
<tr>
<td>Senior Programmers</td>
<td>$170.00 per hour</td>
</tr>
<tr>
<td>Systems Analysts</td>
<td>$170.00 per hour</td>
</tr>
<tr>
<td>Managers</td>
<td>$220.00 per hour</td>
</tr>
<tr>
<td>Programmer Analysts</td>
<td>$140.00 per hour</td>
</tr>
<tr>
<td>Network Specialists</td>
<td>$140.00 per hour</td>
</tr>
<tr>
<td>Conversion Specialists</td>
<td>$140.00 per hour</td>
</tr>
<tr>
<td>Support Specialists</td>
<td>$110.00 per hour</td>
</tr>
<tr>
<td>Certified Staff Support Services</td>
<td>$110.00 per hour</td>
</tr>
</tbody>
</table>

(d) Billing rates for services to Customer will be adjusted if it is necessary for Anasazi Staff to provide service outside of Regular Hours. The following schedule applies:

(i) Services delivered during Regular Hours are billed in accordance with the rate schedule displayed in subsection (c), above.

(ii) Services that begin during Regular Hours and continue after hours will be charged at 1.5 times the Regular Rate for all the overtime services rendered outside Regular Hours until Midnight local time. Services rendered after Midnight or on weekends or national holidays will be charged at two (2) times the Regular Rate.

(iii) If Customer requests Anasazi to start providing services immediately, and it is necessary for Anasazi to begin work outside of Regular Hours, Customer will be billed for a minimum of one hour of work, and all services rendered outside Regular Hours will be charged at two (2) times the Regular Rate.

(e) Customer Support Services that are provided to Certified Customer Staff will be charged at the Certified Staff Support Services Rate provided that:

(i) the Certified Customer Staff is the primary contact for Anasazi for the requested Customer Support Services,

(ii) the Certified Customer Staff is supporting a Maintained Software Product and a function in which they are currently certified,

(iii) the Customer Support Service is not an Enhancement, Consulting Service, on-site Training, or a Non-Application Technical Support Service,

(iv) the Customer Support Service is provided during Regular Hours.

2.2 Billing Practices.

(a) All Services delivered by Anasazi are billed in increments of one-quarter hour.
(b) Billing for Services delivered by Anasazi Staff at the Customer's site will be for a minimum of eight hours for any part of a calendar day on site.

(c) Anasazi will not bill Customer for travel time. Anasazi will bill Customer for work performed by Anasazi Staff for Customer while traveling.

(d) Anasazi will not bill Customer for Services that are provided for the purpose of repairing a Defect in the Maintained Software Products or repairing any data that is damaged as result of a Defect in the Maintained Software Products.

(e) If Anasazi provides Services to Customer during a period of time when its obligation to provide those services is suspended due to a delinquency of greater than sixty (60) days in Customer payment of fees and expenses due Anasazi for any reason, Customer will pay Anasazi a twenty percent (20%) premium on Regular Rates for those Services. This premium will apply even if Customer later pays the delinquent fees and expenses.

2.3 Development of Enhancements at Request of Customer.

(a) Anasazi will use Commercially Reasonable efforts to develop Enhancements of Software Products requested by Customer as provided in Agreements between Anasazi and Customer. This section describes fees and procedures for approval of work required to create Customer requested Enhancements.

(b) If Anasazi estimates that seven hundred fifty dollars ($750) or less of work will be required to create an Enhancement requested by Customer, Anasazi may create the Enhancement without submitting an estimate to Customer. Customer will be charged for the lesser of seven hundred fifty dollars ($750) or the actual cost of creation of the Enhancement.

(c) If Anasazi believes that more than seven hundred fifty dollars ($750) of work will be required to create an Enhancement, it will so inform Customer. Anasazi will give Customer a rough, non-binding estimate of the cost associated with creating the Enhancement. If Customer approves additional work, Anasazi will continue to evaluate Customer’s request and, if requested by Customer, create a functional design document. (Normally, Enhancements developed without a functional design document can be created at a lower cost than otherwise.)

(d) If Customer approves development of the Enhancement but does not request creation of a functional design document and Anasazi’s rough estimate is less than $25,000, Anasazi will proceed with development of the Enhancement. Anasazi’s work to create the Enhancement will, upon completion of the Enhancement, be charged to Customer based upon actual time and expenses incurred.

(e) If Customer requests creation of a functional design document or if Anasazi’s rough estimate is $25,000 or more;

(f) After Anasazi has fully evaluated Customer’s request, it will provide Customer with a functional design document that: (a) describes Anasazi’s understanding of the functionality to be added or modifications to made to the Software Product or Products, and (b) estimates the cost of creation of the requested Enhancement. Customer will have the opportunity to approve the design and agree to pay the cost of development before additional work proceeds, or to modify or withdraw its request.
(ii) Anasazi's work evaluating Customer's request for an Enhancement, preparing a functional design document, and estimating the time and cost of development is a Service and will, upon completion of the design, be charged to Customer based upon actual time and expenses incurred.

(iii) If Customer wishes Anasazi to continue with creation of the requested Enhancement, Anasazi and Customer will agree to the price for the remaining Services required to create the Enhancement. In the case of Enhancements estimated to require over $25,000 to complete, Anasazi and Customer will also agree to (a) development milestones; (b) a payment schedule; (c) an estimated date for delivery of the Enhancement; and (d) whether the Enhancement will be released as a special Promotion or held until the next regular Promotion of the Maintained Software Product. Upon agreement to continue with creation, Anasazi will proceed with the remaining Services required to create the Enhancement.

(f) Unless otherwise agreed under 2.3 (e)(iii) (above), Enhancements developed at the request of Customer will, once completed, be included in the next normal Promotion of the Licensed Software. If the Customer wishes to receive the Enhancement more rapidly, Anasazi will prepare a special Promotion incorporating the Enhancement and charge for the time required as a Service.

3. Reimbursement of Expenses

3.1 Expenses. Customer will pay for travel expenses reasonably incurred by Anasazi in the course of delivery of Services to Customer. Reimbursement will be in accordance with Anasazi's travel policies, which will be commercially reasonable. Specifically, this includes reimbursement of coach airfare if reasonably available (purchased in advance to reduce airfare whenever possible), lodging at reasonable rates, and a one hundred fifty dollar ($150.00) per diem allowance for car rentals, taxis, meals, airport parking, tips, and other incidental expenses. At the request of Customer, Anasazi will provide receipts for lodging and airfare for reimbursement. The Proposal contains an estimate of normal travel expenses.

4. Billing and Payment Procedures

4.1 Invoice.

(a) Anasazi will periodically send Customer invoices for Conversion Services Fees, Monthly Fees, any Additional Customer Support Services Fees, and any other agreed upon charges to Customer for fees or expenses that are due and payable.

(b) Customer will pay Anasazi the undisputed portion of the balance due on all invoices within ten (10) days of receipt of the invoice from Anasazi.

4.2 Disputed Invoices.

(a) Except as provided in subsection (b), below, in the event that Customer questions any portion of a charge, fee or expense claimed by Anasazi, it will pay the undisputed balance due.

(b) Customer will notify Anasazi if it disputes any portion of an invoice for charges, fees or expenses associated with provision of Customer Support Services. Notwithstanding any such dispute, Customer will pay the full monthly Customer Support Services Fee, Software Maintenance Fee and New Version Rights Fee described in sections 1.3, 1.4 and 1.5 of this Exhibit C when those fees are due and payable.
(c) If the parties are unable to agree about the legitimacy of the disputed charge, fee or expense, the matter will be resolved pursuant to Section 10.11 of the Software License and Conversion Services Agreement.

4.3 Delinquent Payments.

Customer agrees to pay interest on undisputed unpaid amounts due at the rate of one and one half percent (1½%) per month that a payment is overdue.

4.4 Prepayment Rights.

(a) Customer may prepay the total of all Monthly Fees for any twelve month period.

(b) If Customer prepays Monthly Fees as permitted in (a), it will receive a discount calculated by determining the Net Present Value of the prepaid funds using a discount rate equal to the lesser of the then current Prime Rate as published in the Wall Street Journal and six percent (6%).

(c) Prepayments are due on or before the Support and Maintenance Effective Date or the first day of the month of the twelve month period being prepaid.

(d) If Customer is more than ten (10) days late in submitting a prepayment fee, the discount described in (b) will only apply to that portion of the fee that is attributable to the months beginning after the date that Anasazi receives the prepayment. Anasazi will bill Customer and Customer will pay Anasazi the difference between the discounted fees paid by Customer and the regular monthly fees for any month for which the discount does not apply.

(e) Prepaid fees will be applied towards payment of Customer’s Monthly Fees as those fees become due from Customer, without regard to discounts granted Customer pursuant to this section. (For example, presuming that the applicable discount rate is five percent (5%), Monthly Fees are $1000, and that Customer makes a timely prepayment of $11,400 for a twelve month period ($12,000 - $600 discount), then on the first day of each month during the twelve month period, $1,000 will be credited towards payment of Customer’s Monthly Fees for that month.)

4.5 Customer Support Services.

(a) Each month, Anasazi will provide Customer an accounting of the total value of Customer Support Services actually provided during the previous month, based upon the time devoted to Customer Support Services in that month and the rate schedule and billing practices described in Part 2 of this Exhibit C.

(b) If the value of the Customer Support Services provided by Anasazi in a particular month is less than the Customer Support Services Fee, the difference between the two will be added to the Customer Support Services Credit.

(c) If the value of the Customer Support Services provided by Anasazi in a particular month is greater than the Customer Support Services Fee, the difference between the two ("Additional Customer Support Services Fees") will be invoiced to Customer as follows:

(i) Any available Customer Support Services Credit will be applied towards payment of the Additional Customer Support Services Fees and the Customer Support Services Credit will be reduced by that amount until the Customer Support Services Credit is exhausted.
(ii) If any Additional Customer Support Services Fees remain after application of the entire Customer Support Services Credit, Anasazi will bill Customer for the remaining Additional Customer Support Services Fees as provided in section 4.1.

(d) If the Customer Support and Software Maintenance Agreement terminates for any reason, Anasazi will have the right to retain any unused Customer Support Services Credit.

5. Fee Adjustments

5.1 Customer's Combined Operating Budget. Customer understands that Anasazi fees are based on the Scope of License granted to Customer and the Combined Operating Budget of programs to be supported by use of the Anasazi Software Products. Customer represents and warrants to Anasazi that the Combined Operating Budget for the next twelve (12) months following the Execution Date is approximately $31,750,000. Anasazi may at any time request that Customer provide an update of its Combined Operating Budget. Customer will provide that information to Anasazi within thirty (30) days of receipt of Anasazi's request.

5.2 Effective Expansion of Scope of License.

In the event that there is an Effective Expansion of the Scope of License granted Customer, Customer will pay an additional License Fee to Anasazi based on usual and customary license fees charged by Anasazi at the time of calculation and based on the difference in Customer's Combined Operating Budget before and after the Effective Expansion of Scope of License. Anasazi may increase the monthly New Version Rights Fee to be an amount equal to 1/192nd of the then current standard Anasazi license fee for the Maintained Software Products, based upon the Scope of License granted Customer and Customer's Combined Operating Budget at the time of calculation. All adjustments will be effective retroactive to the date that the Effective Expansion of the Scope of License occurred. Billing and payment for adjusted fees will be in accordance with Part 4 of this Exhibit C.

5.3 Rate Adjustments.

(a) Anasazi may make Commercially Reasonable modifications to the Rate Schedule in section 2.1 of this Exhibit C at any time, provided however, that no increase in rates will be applied during the twelve month period following the Effective Date of the Software License and Conversion Services Agreement.

(b) Anasazi will notify Customer of any change in the Rate Schedule at least forty-five (45) days before the changes become effective.

5.4 Fee Adjustments.

(a) Anasazi may change its fees for licensing its Software Products at any time without notice to Customer. These license fee adjustments only apply to fees incurred due to an Effective Expansion of the Scope of License as referenced in Section 5.2 and does not apply to the Software License Fee.

(b) At any time after the first Anniversary Date of the Customer Support Services and Software Maintenance Agreement, Customer may request that monthly Customer Support Service Fees be increased or reduced to more accurately reflect the Customer Support Services required by Customer. Changes will apply to the next twelve month period after the request and will become effective on the next calendar month.
(c) Anasazi may make Commercially Reasonable adjustments to monthly Software Maintenance Fees, as follows:

(i) Anasazi may, at any time, make Commercially Reasonable adjustments to its standard fee schedule for software maintenance and apply the adjusted schedule and Customer's then current Combined Operating Budget to calculate an adjusted Software Maintenance Fee.

(ii) In the event that Anasazi becomes aware of a change in Customer's Combined Operating Budget that would result in an adjustment in Software Maintenance Fees, Anasazi may calculate and adjust the Software Maintenance Fee, based on its then current standard fee schedule for software maintenance and Customer's Combined Operating Budget.

(iii) Anasazi will give Customer forty-five (45) days notice of any change in the Software Maintenance Fee. The change will become effective on the first day of the first month that begins after the end of the forty-five (45) day notice period. Customer will begin paying the adjusted Software Maintenance Fee when it becomes effective provided however that no such adjustment will be applied to Customer before the first Anniversary Date of the Customer Support Services and Software Maintenance Agreement.

5.5 Other Adjustments to Exhibit C,

(a) Anasazi may make Commercially Reasonable modifications to the per diem travel expense reimbursement rate described in section 3.1 and to the minimum "threshold" fees that affect procedures for development of Customer requested Enhancements described in section 2.3 at any time, provided however, that no adjustment will be applied during the twelve month period following the Effective Date of the Software License and Conversion Services Agreement.

(b) Anasazi will notify Customer of any adjustments made pursuant to this section at least forty-five (45) days before the changes become effective.

6. Taxes

6.1 Taxes. The fees to be paid by Customer are exclusive of any Federal, state, or local excise, sales, and use taxes and assessments relating to goods and services provided by Anasazi. Customer will promptly pay any such applicable taxes (including penalties, if any) and assessments upon request of Anasazi. Customer shall have no responsibility for taxes based on the net income of Anasazi. Anasazi will defend and indemnify Customer against and hold Customer harmless from any liability, penalty, fee, interest and expenses resulting from Anasazi's failure to pay such collected amounts on behalf of Customer.