NOTICE OF AWARD OF CONTRACT

TO:
ANASAZI SOFTWARE, INC
9831 S. 51st STREET
SUITE C117
PHOENIX, AZ 85044

DATE ISSUED: DECEMBER 2, 2010
CURRENT REFERENCE NO: 25-11

CONTRACT TITLE: DHS - ANASAZI SOFTWARE MAINTENANCE
PRIOR REFERENCE NO: 12-10

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JANUARY 1, 2011 and expires on DECEMBER 31, 2011.

The contract documents consist of the terms and conditions of the Customer Support and Maintenance Agreement, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

REFER TO AMENDMENT NO. 5.

ATTACHMENTS:

1) AMENDMENT NO. 5
2) CUSTOMER SUPPORT AND SOFTWARE MAINTENANCE 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 TEL. NO.: 480-598-8833 |
| VENDOR PAYMENT TERMS: NET 30 DAYS | VENDOR FAX. NO.: 480-496-8089 |
| TAX IDENTIFICATION NUMBER (EIN/SSN): 86-0970727 |
| EMAIL ADDRESS: mjolly@anasazisoftware.com |
| COUNTY CONTACT: HUE TRAN | COUNTY TEL. NO.: 703-228-5010 |

<table>
<thead>
<tr>
<th>CONTRACT AUTHORIZATION DISTRIBUTION</th>
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<tr>
<td>VENDOR: 1</td>
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<td>BID FOLDER: 2</td>
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Pamela Hayes
Assistant Purchasing Agent

DATE: 12/2/10
This Amendment Number 5 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 42-07, as amended by Amendments 1 thru 4 (Main Agreement) and made between Anasazi Software, Inc., 9831 S. 51st Street, Phoenix, AZ 85044 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

**PAYMENT**

In Exhibit C, replace Item 1.2 with:

1.2 *Software Maintenance Fee*: The monthly Software Maintenance Fee is $1,130.00. This fee is due and payable on the first day of each month of the term of the Customer Support and Software Maintenance Agreement.

In Exhibit C, replace Item 2.1 (c), “Regular Rates” with the attached Regular Rates Schedule effective January 1, 2010.

**Terms and Conditions**

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

**WITNESS THESE SIGNATURES:**

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: _Richard D. Warren, Jr._

PRINT NAME: Richard D. Warren, Jr.

AND TITLE: Purchasing Agent

DATE: 12/3/09

ANASAZI SOFTWARE, INC.

TAXPAYER ID NUMBER: 86-0970727

SIGNED BY: _Melani Jolly_

PRINT NAME: Melani Jolly

AND TITLE: Executive Vice President

DATE: 12/1/09

12-10 Amendment No. 5
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<td>Non-Application Technical Services</td>
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November 9, 2009

Ms. Hue Tran  
Arlington County  
1810 N. Edison Street  
Arlington, VA 22207-

Dear Ms. Tran,

As announced during the National Users Group (ASNA) meeting held in October 2009, beginning on January 1, 2010, Anasazi Software will be implementing new pricing schedules in the following areas:

- Regular Rates – applied to support services provided to your center
- Software Maintenance Fee – paid monthly

You will see the effect of the increase on your January invoice. Your center’s new Maintenance Fee will be $1,130.

Please find enclosed a Regular Rates schedule detailing our new fees based on the service provided and skill level of our support staff.

We look forward to serving your organization in the coming year.

Sincerely,

Kurt Baethke  
Controller
CUSTOMER SUPPORT AND SOFTWARE MAINTENANCE 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"), a County Government Agency. This Agreement defines the terms and conditions for Anasazi's ongoing delivery of Customer Support Services to Customer, maintenance of Anasazi Software Products, and Customer's rights to Enhancements and New Versions of Anasazi Software Products. The Agreement includes the following documents, each of which is incorporated by reference:

- Customer Support and Software Maintenance Agreement
- Exhibit A – Glossary
- Exhibit B – Maintained Software Products
- Exhibit C – Fee and Expense Schedule

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 the agreement and referenced Exhibits, (ii) that they agree to the terms and conditions of each document, (iii) that each intends to enter a binding agreement, (iv) that good and sufficient consideration exists to create a binding agreement, and (v) that entry into this agreement has been duly authorized by the governing body of each party.

The Support and Maintenance Effective Date is March 1, 2005.

ANASAZI SOFTWARE, INC.

Signature: 
Name: Melani Jolly
Title: Chief Operating Officer
Date: 
Contact and Notice Information:
Name: Melani Jolly
Title: Chief Operating Officer
Address: 9831 S. 51st Street Suite C-117
         Phoenix, AZ 85044
Phone: (480) 598-8833
Email: mjolly@anasazisoftware.com

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Signature:
Name: Richard D. Warren, Jr.
Title: Purchasing Agent
Date: 4/10/05
Contact and Notice Information:
Name: Richard D. Warren, Jr.
Title: Purchasing Agent
Address: 2100 Clarendon Blvd., #500
         Arlington, Virginia 22201
Phone: (703) 228-3410
Email: rwarre@arlingtonva.us
1. Definitions.

1.1 Definitions. Capitalized terms used in this agreement are defined in Glossaries found in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Customer Support Services

2.1 Customer Support Services Fee. Customer agrees to pay the Customer Support Services Fee described in Exhibit C - Fees and Expenses.

2.2 Provision of Services. Anasazi will provide Customer Support Services at the request of the Customer, and as described in this Agreement. Customer will pay fees for Customer Support Services as provided in Exhibit C - Fees and Expenses.

2.3 Telephone and Email User Support. Anasazi will exercise Commercially Reasonable efforts to make Anasazi Staff available by telephone, electronic mail, or remote computer access to provide User Support during Regular Hours.

2.4 Customer Support Services Requests. Customer requests for Customer Support Services may be submitted by telephone, electronic mail, letter, fax or other means. Customer may make an initial request for Emergency Support Services by telephone, but must confirm its request in writing within one business day.

2.5 Correction of Defects.

(a) Anasazi will correct all Defects in the Maintained Software Products at no additional charge to Customer for as long as Customer Continuously Subscribes.

(b) If Anasazi determines that a problem reported by Customer is not due to a Defect in a Software Product, Anasazi will so notify Customer. Customer may request that Anasazi investigate the problem further. If Customer so elects and Anasazi determines that the reported problem was not due to a Defect in the Software Product, or was the result of any modifications to the Software Product or combination of the Software Product with other products in a way not agreed upon by Anasazi, the services provided by Anasazi will be considered a Customer Support Service.

(c) In the event that the parties disagree about whether a problem with a Software Product constitutes a Defect, the matter will be resolved in accordance with the dispute resolution procedures described at section 7.11.

2.6 Emergency Support Services. Anasazi will evaluate a request for Emergency Support Services within four (4) Regular Hours. Anasazi will use Commercially Reasonable efforts to provide Emergency Support Services to Customer, beginning within four (4) Regular Hours of receipt of the request and continuing during business hours until the work is completed. Anasazi will provide Emergency Support Services outside Regular Hours at the request of Customer. Fees for Services delivered outside Regular Hours will be adjusted as described in Exhibit C - Fees and Expenses.

2.7 Non-Emergency Customer Support Services.

(a) Anasazi will use Commercially Reasonable efforts to evaluate Support Services Requests and to provide requested Services in a timely manner.
Customer may request Anasazi to give priority to a request for Customer Support Services other than Emergency Support Services. Anasazi will evaluate Customer's Support Services Request, and, if Commercially Reasonable, begin providing the requested Services within twelve (12) business hours of receipt of the request. As Commercially Reasonable, work will continue during business hours until completed, unless otherwise agreed by Customer and Anasazi. Anasazi will not give priority to requests for Non-Application Technical Support Services, Consulting, Development of Enhancements, or Training.

Anasazi will evaluate a request by Customer for onsite Customer Support Services, within ten (10) business days of receipt of the Support Services Request. Within that time, Anasazi will provide Customer with an estimate of the time and resources required to fulfill the request. If Customer and Anasazi agree to the estimate, Anasazi will provide the requested Services in accordance with the estimate, and Customer will pay Anasazi fees and reimburse expenses in accordance with Exhibit C - Fees and Expenses.

2.8 Development of Enhancements at Request of Customer.

(a) Anasazi will use Commercially Reasonable efforts to develop Enhancements of Maintained Software Products requested by Customer.

(b) Customer may request development of an Enhancement of a Maintained Software Product by submission of a Support Services Request. Anasazi will respond to Customer's request for an Enhancement within thirty (30) calendar days of receipt of Customer's request. During this period, Anasazi may request that Customer clarify its request.

(c) Anasazi and Customer will follow the procedures for development of a Customer requested Enhancement, and adhere to the financial terms for Anasazi's provision of those Services to Customer as described in section 2.3 of Exhibit C.

3. Maintenance Services

3.1 Software Maintenance Fee. Customer agrees to pay the Software Maintenance Fee described in Exhibit C - Fees and Expenses.

3.2 User Group. Customer will be a member of the User Group for as long as it Continuously Subscribes.

3.3 Availability of Enhancements. All Enhancements to Maintained Software Products developed by Anasazi for any User Group or customer will be provided to Customer for as long as it Continuously Subscribes.

3.4 Funding of Development of Enhancements and New Versions of Anasazi Software Products. Anasazi knows that the business and clinical environment in which Customer operates changes constantly. Mission critical software such as that provided by Anasazi must be updated periodically to ensure that it continues to include the functionality required to support Customer's operations and continues to take advantage of new developments in technology. For this reason, Anasazi has promised to develop New Versions of the Maintained Software Products and Enhancements of existing versions of those products at the request of its User Group or Customer. While not a common industry practice, Anasazi knows that Customer has ongoing requirements for change in their business practices that must be supported by ongoing Enhancements and is committing to provision of these Enhancements. Anasazi therefore represents and warrants to Customer that:
(i) Forty-five percent (45%) of Software Maintenance fees received from Customer and other Anasazi customers will be used to fund development of Enhancements of Software Products requested by the User Group.

(ii) Forty-five percent (45%) of Software Maintenance fees received from Customer and other Anasazi customers will be used to fund part of the cost of development of New Versions of Software Products. The balance of the cost of development will be paid by Anasazi.

3.5 Development of Enhancements at Request of User Group.

(a) Anasazi works closely with its User Group to identify priorities for development of Enhancements of its Software Products. As described in section 3.4, a portion of all Software Maintenance Fees received by Anasazi is applied towards development of Enhancements requested by the User Group.

(b) The User Group, acting in accordance with its Bylaws, will identify Enhancements it would like Anasazi to develop, and set priorities for developing Enhancements. The User Group will deliver its requests and priorities for Enhancements to Anasazi.

(c) Anasazi will evaluate each Enhancement request and estimate the time required and cost of developing the requested Enhancement. Anasazi will discuss outstanding Enhancement requests and suggested priorities with the User Group to (i) clarify requests and User Group priorities, and (ii) inform the User Group about the estimated time and cost of development of requested Enhancements. Taking into consideration the resources available for development of User Group Enhancements and identified priorities, Anasazi will then determine which of the Enhancements requested by the User Group will be developed and the timetable for development and release of the requested Enhancements.

(d) Anasazi will provide monthly reports to the User Group about the status of development of Enhancements. The reports will include, among other things: (i) the actual monies devoted by Anasazi to development of Enhancements requested by the User Group and (ii) updates on the status of development of Enhancements.

(e) Software Maintenance Fees reserved for development of User Group Enhancements will be used to compensate Anasazi for its work evaluating Enhancement requests, designing Enhancements, estimating the time and cost of development, preparing a development plan, and creating and testing an Enhancement. Anasazi will be credited for its work in accordance with its most recently published Rate Schedule, a version of which is documented in part 2 of Exhibit C – Fees and Expenses.

3.6 Delivery of Enhancements. Anasazi will post Promotions containing Enhancements to its Software Products on its website or deliver Promotions through other means, and provide updates to the Documentation describing the functionality of the Enhancement and Documentation as to the operations required to apply the Promotion, to allow customers that have the right to the Enhancements to download and automatically install the Promotion on Hosting Equipment.

4. New Version Rights

4.1 New Version Rights Fee. New Releases will be offered to the Customer for licensing at 25% of the then current new purchase price (a 75% discount) for a Customer of similar size, budget, and consumer base.
4.2 Development of New Versions of Software Products.

(a) Anasazi represents and warrants to Customer that it will develop a New Version of each of the Maintained Software Products in a release cycle of approximately three to four years.

(b) Anasazi will establish priorities for development of New Versions, in consultation with the User Group.

(c) New Versions of Software Products include Enhancements developed since the previous version of the product was released. Anasazi may change functional features of Software Products, and remove functions that are not required for the New Version to operate properly.

4.3 Status of Development: Delivery of New Versions.

(a) Anasazi will provide reports at the request of the User Group about the status of development of New Versions. The reports will include, among other things: (i) the actual monies devoted by Anasazi to development of New Versions and (ii) updates on the status of development of New Versions.

(b) If customer exercises its right to New Versions, and if, in the sole opinion of Anasazi, a New Version of a Software Product may be delivered to Customer in a form that allows automatic installation, configuration of Software Product, and access to Customer Data without assistance from Anasazi Staff, Anasazi will post the New Version on its website or deliver the New Version through other means, and provide required Documentation to allow customers that have the right to the New Version to download and automatically install the New Version on Hosting Equipment. If a New Version cannot be so delivered, Anasazi will provide Customer Support Services, such as installation and configuration of the Software Product and electronic conversion of Customer Data, as required to assist Customer. In either event, Anasazi will, at the request of Customer, provide Training and any other Customer Support Service requested to assist in conversion to the New Version.

5. Term and Termination.

5.1 Term; Extension of Term.

(a) This Agreement shall commence on the Support and Maintenance Effective Date and be effective for the Initial Term.

(b) The Term of this Agreement may be extended by the Customer in additional one year increments by issuing a written notification to Anasazi at least thirty (30) days prior to the Anniversary Date, unless the Agreement is terminated by either party in accordance with this Agreement.

5.2 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) (i) 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.

(ii) If the breach is a failure to pay fees or expenses when due, then the Non-Breaching Party shall have ten (10) days to cure the breach.

(iii) If the breach is not one described in (i) or (ii), 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 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 7.11 and this Agreement will remain in force until resolution of the dispute.

(d) 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.

5.3 Termination without Cause.

(a) Customer shall have the right to terminate this Agreement without cause by providing a thirty (30) day written notice delivered to Anasazi.

(b) The parties may terminate this agreement by mutual written consent at any time.

(c) This Agreement will terminate immediately and automatically if all License Agreements for Maintained Software Products between the parties are terminated.

(d) 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 License Agreement(s), pertaining to Intellectual Property Rights, Confidential Company Information, and Trade Secrets.

5.4 Suspension in event of Customer Delay.

(a) It is understood that Anasazi incurs expenses in the development of Updates, Enhancements and New Versions of its Software Products, and in the delivery of Customer Support Services. Anasazi depends upon timely receipt of payments from Customer to sustain its business.

(b) 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.
Customer will be considered to have Continuously Subscribed to this Agreement if after being delinquent in payment of Anasazi invoices, Customer pays overdue fees and expenses plus interest and premium fees as required by Exhibit C – Fees and Expenses.

5.5 Obligations upon Termination.

(a) Upon termination of this Agreement, all amounts payable or accrued to Anasazi under this Agreement shall become immediately due and payable.

(b) If this Agreement is terminated Anasazi will refund to Customer the pro-rata portion of any prepaid fees for Customer Support Services, Software Maintenance, and New Version Rights allocable to the time period after the termination date, minus accrued fees for Services and expenses due Anasazi.

6. Intellectual Property; Confidential Business Information.

6.1 Intellectual Property Rights.

(a) The Software Products are protected by both United States copyright law and international copyright treaty provisions. Anasazi retains sole and exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

(b) IT IS EXPRESSLY UNDERSTOOD BY CUSTOMER THAT ANASAZI WILL RETAIN THE SOLE AND EXCLUSIVE OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS TO ANY CUSTOMIZED MODIFICATIONS OR ENHANCEMENTS OF THE SOFTWARE PRODUCTS OR ANY ORIGINAL SOFTWARE PRODUCTS CREATED BY ANASAZI FOR CUSTOMER. ANY SUCH WORK WILL NOT BE CONSIDERED "WORK FOR HIRE" WITHIN THE MEANING OF COPYRIGHT LAW, EVEN IF CUSTOMER PAYS ANASAZI TO DEVELOP THE ENHANCEMENT OR SOFTWARE PRODUCT.

(c) Except as authorized by this Agreement, Customer will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Anasazi’s prior written consent.

6.2 Confidential Information; Trade Secrets.

(a) The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. “Confidential Information” means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party’s facilities. “Trade Secrets” means information related to the business or services of the disclosing party or its affiliates which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral
presentation or communication, or (c) otherwise treating such information as confidential. “Trade Secret” means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the Documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. “Company Information” means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

(b) Obligations. Customer and Anasazi will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Without limiting the foregoing, no party will publicly disclose the terms of this Agreement without the prior written consent of the other party. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. Customer will reimburse Anasazi for the cost of destruction of information maintained on backup tapes.

(c) Exclusions. Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency. However, the recipient of such Company Information must give the disclosing party prompt notice and make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such Company Information, all as directed by and at such disclosing party's cost and expense.

(d) Report of Unauthorized Use or Disclosure of Company Information.

(i) Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

(ii) Customer will not allow any Person other than an Authorized User or Anasazi Staff access to the Software Products or to use Anasazi Company Information until that Person has executed a confidentiality agreement with Anasazi holding that Person to the same requirements as this part 6 ("Proprietary Rights and Non-Disclosure Agreement") and Customer has been notified by Anasazi that this Agreement has been executed and that the Person has permission to access and use the Anasazi Company Information to support Customer.

(iii) Customer understands that Anasazi's Proprietary Rights and Non-Disclosure Agreements prohibit any Person other than Anasazi Staff and Authorized Users from retaining possession of Anasazi
Company Information. Customer will immediately notify Anasazi if it becomes aware that any Person other than an Authorized User or Anasazi Staff has or appears to have in their possession Anasazi Company Information, or makes unsubstantiated claims that Anasazi has granted permission to that Person to use Anasazi Customer Information to support Customer.

(c) Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

6.3 Third Party Vendors. It is understood that Customer may wish to create linkages between the Software Products and other software applications or databases. Customer acknowledges that the file structures and business rules of the Software Products and the Documentation are the Intellectual Property of Anasazi and Company Information, within the meaning of section 6.2. Customer will not give third party vendors access to this Company Information without the written permission of Anasazi. Anasazi will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Anasazi.


7.1 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.

7.2 Force Majeure. Neither party 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, the event that such condition prevents or delays performance of any party for a period in excess of thirty (30) days, the other party shall have the right to immediately terminate this Agreement upon written notice.

7.3 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 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.

7.4 Governing Law and Jurisdiction. This Agreement is entered into under the laws of the Commonwealth of Virginia. Venue for all lawsuits concerning this Agreement will be in Arlington County, Virginia.

7.5 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.

7.6 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.

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

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

7.9 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.

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

7.11 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.

(b) Arbitration. It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

7.12 Disclaimer.
EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT. ANASAZI EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OR ORGANIZATION OTHER THAN CUSTOMER WITH RESPECT TO ENHACEMENTS TO THE SOFTWARE PRODUCTS OR ANY PART THEREOF AND ANY WARRANTY OR REPRESENTATION TO CUSTOMER THAT IS NOT INCLUDED IN THIS AGREEMENT.

7.13 **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.

7.14 **Indemnification.** Anasazi covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Anasazi's negligent or grossly negligent acts or omissions in performance or nonperformance of its work called for by this Agreement. This indemnification shall survive the termination of this Agreement.

7.15 **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.

7.16 **Assignment; Successors.** 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. This Agreement will be binding upon the successors and permitted assigns of each party.

7.17 **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 perform Support Services. 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.

7.18 **Arlington County Business Licenses.** Anasazi must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

7.19 **Nonappropriation.** All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by Anasazi on thirty (30) days prior written notice, but failure...
to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

7.20 **County Employees.** No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise there from which is not available to the general public.

7.21 **Employment Discrimination By Contractor Prohibited** During the performance of this contract, Anasazi agrees as follows:

A. Anasazi will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Anasazi. Anasazi agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Anasazi, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. Anasazi will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. Anasazi will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.22 **Drug-Free Workplace To Be Maintained By Anasazi.** During the performance of this contract, Anasazi agrees to (i) provide a drug-free workplace for the Anasazi’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Anasazi’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Anasazi that Anasazi maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
7.23 County Purchase Order Requirement. County purchases of goods over $2,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $2,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

7.24 Ethics In Public Contracting. This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. Anasazi certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offer or, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

7.25 Liability. Anasazi shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of Anasazi, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

7.26 Assignment. Anasazi shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

7.27 Immigration Reform And Control Act Of 1986. Anasazi certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.28 Relation To County. Anasazi will be legally considered as an independent contractor and neither Anasazi nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by Anasazi, its employees, servants or agents. The County will not withhold payments to Anasazi for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to Anasazi any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

7.29 Arlington County Purchasing Resolution. The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution,
is fifteen (15) days. Procedures for contractual disputes, appeals, and protests are available upon request from the Office of the Purchasing Agent.

7.30 **Patents And Royalties.** Anasazi covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If Anasazi uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

7.31 **Confidentiality And Return Of Records.** Anasazi agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by Anasazi or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by Anasazi, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. Anasazi agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, Anasazi will, if feasible, return all copies of all protected health information to County, or destroy any such information that it maintains in any form, provided County has instructed Anasazi accordingly and paid a reasonable fee. Any electronic media used to store protected health information shall then be delivered to County, destroyed, or rendered unreadable. If such return or destruction is not feasible or a fee is not paid, Anasazi will continue to follow the terms of this Agreement with regard to access, use and disclosure of the protected health information.

Anasazi agrees to include the provisions of this section as part of any Contract or Agreement Anasazi enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this Section 6.25.

7.32 **Audit.** Anasazi agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If Anasazi wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

7.33 **Nonexclusivity Of Remedies.** All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

7.34 **Amendments.** This Contract shall not be amended except by written amendment executed by persons duly authorized to bind Anasazi and the County.

**END OF 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 a written estimate.

"Authorized Users" are members of Customer's Workforce to whom Customer has assigned passwords or otherwise permitted access to or use of the Software Products and are bound by the terms and conditions of the License Agreements of the Software Products and this Agreement including provisions for the protection of Anasazi Intellectual Property Rights and Confidential Information.

"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 this Customer Support and Software Maintenance Agreement with Anasazi, that the Agreement is renewed without interruption, 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.

"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 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. “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 Documentation;

- 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 efficiently access and use the Software Products in the manner described in Anasazi's Documentation;

- 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.

"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 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 or 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, finger 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.

"Maintained Software Products" are those Software Products indicated as such on Exhibit B – Maintained Software Products, 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 and Software Maintenance 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.

"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.

"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.

"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.

"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
EXHIBIT B
MAINTAINED SOFTWARE PRODUCTS

A. MAINTAINED SOFTWARE PRODUCTS

The table below identifies by check-mark the software applications and accompanying documentation licensed by Anasazi to Customer for which Customer requests Anasazi to provide Customer Support Services and Software Maintenance.

<table>
<thead>
<tr>
<th>Software Module</th>
<th>Version</th>
<th>Maintained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anasazi Client Data System</td>
<td>3.0</td>
<td></td>
</tr>
<tr>
<td>Anasazi Assessment System</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td>Anasazi Treatment Plan System</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td>Anasazi Scheduling System</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td>Anasazi Laptop Assessment System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anasazi Laptop Treatment Plan System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anasazi Cost Accounting System</td>
<td></td>
<td></td>
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<tr>
<td>Anasazi Human Resources System</td>
<td></td>
<td></td>
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<tr>
<td>Anasazi Fiscal System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anasazi Managed Care Organization (MCO) System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C - FEES AND EXPENSES
Effective – January 1, 2005

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 Exhibit supersedes all previous versions of Exhibit C as of the effective date indicated above.

1. Fees

1.1 Customer Support Services Fee. The monthly Customer Support Services Fee is $900.00. This fee is due and payable on the first day of each month of the term of the Customer Support and Software Maintenance Agreement.

1.2 Software Maintenance Fee. The monthly Software Maintenance Fee is $1,016.00. 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 Escrow Source Code Maintenance Fee. The quarterly Escrow Source Code Maintenance Fee is $50.00.

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.

(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>$250.00 per hour</td>
</tr>
<tr>
<td>Anasazi Executive Staff</td>
<td>$275.00 per hour</td>
</tr>
<tr>
<td>Consulting Services</td>
<td>$200.00 per hour</td>
</tr>
<tr>
<td>Application Technical Services</td>
<td>$200.00 per hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$175.00 per hour</td>
</tr>
<tr>
<td>Senior Programmers</td>
<td>$155.00 per hour</td>
</tr>
<tr>
<td>Systems Analysts</td>
<td>$155.00 per hour</td>
</tr>
<tr>
<td>Manager of Information Technologies</td>
<td>$200.00 per hour</td>
</tr>
<tr>
<td>Manager of Support Services</td>
<td>$155.00 per hour</td>
</tr>
<tr>
<td>Programmer Analysts</td>
<td>$125.00 per hour</td>
</tr>
<tr>
<td>Network Specialists</td>
<td>$125.00 per hour</td>
</tr>
<tr>
<td>Conversion Specialists</td>
<td>$125.00 per hour</td>
</tr>
<tr>
<td>Programmers</td>
<td>$125.00 per hour</td>
</tr>
<tr>
<td>Support Specialists</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Certified Staff Support Services</td>
<td>$100.00 per hour</td>
</tr>
</tbody>
</table>
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 fees 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.

(d) If Anasazi believes that more than seven hundred fifty dollars ($750) of work will be required to create an Enhancement, it will 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.)

(e) 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.

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

(1) 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 be 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.

(g) Unless otherwise agreed under 2.3 (f)(ii) (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 twenty five dollar ($125.00) 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.

4. Billing and Payment Procedures

4.1 Invoice.

(a) Anasazi will periodically send Customer invoices for 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 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 fees or expenses associated with provision of Customer Support Services. Notwithstanding any such dispute, Customer will pay the full monthly Customer Support Services Fee and Software Maintenance Fee described in sections 1.1, and 1.2 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 fee or expense, the matter will be resolved in accordance with the dispute resolution procedures described in agreements between the parties.

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 prepaes 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%).
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.

If Customer is more than ten (10) days late in submitting a prepaid 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.

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 is approximately $22,000,000. 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 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 Support and Maintenance Effective Date.

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

5.3 Fee Adjustments.

(a) Anasazi may change its fees for licensing its Software Products at any time without notice to Customer.

(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. The Minimum Allowable Monthly Customer Support Service Fee is the greater of $500 or the Net Monthly Customer Support Service Fee calculated as the total value of the past twelve months' Customer Support Services, less the current value of the Customer Support Services Credit, divided by twelve. 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.

5.4 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, to the minimum “threshold” fees that affect procedures for development of Customer requested Enhancements described in section 2.3, to the Escrow Source Code Maintenance Fee described in Section 1.3 and to the Minimum Allowable Monthly Customer Support Service Fee described in subsection 5.3(b) 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 and expenses resulting from Anasazi’s failure to pay such collected amounts on behalf of Customer.