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Transactional Matter Files

09 UT Clinic Retention Agreement 9-29-09

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Legal Clinic

1505 W. Cumberland Avenue
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September 29, 2009

iCare
c/o Matthew Bell
Chayawat Indranoi
Xueping Li
Tami Hodges Wyatt

VIA HAND DELIVERY

Dear iCare Team:

The University of Tennessee Business Clinic has agreed to represent iCare and aid the organization with legal matters connected to the formation of a business entity, software licensing and other agreements between iCare and initial users. The following is a retention agreement detailing the scope of the representation as we discussed in our meeting on September 16, 2009.

Two copies of this agreement are enclosed. Please sign each copy. Retain one for the organization's secretary to keep in the organization's records, and return the other signed original to the Clinic. We look forward to working with you and your colleagues on this exciting endeavor.

By signing below, you give permission to the legal staff of The University of Tennessee Business Clinic to represent iCare, and you agree to the following:

RETENTION AGREEMENT

The University of Tennessee Business Clinic ("Clinic" or "we" or "us") will represent iCare ("iCare" or the "Client" or "it") in matters related to the formation of a business entity, software licensing and other agreements between iCare and initial users.

The Clinic will assist the Client by taking the following actions for the Client:

1. Prepare and file business formation documents.
2. Review the agreement with The University of Tennessee Research Foundation and provide legal advice in connection to negotiations with The University of Tennessee Research Foundation regarding a license agreement for technology owned by UTRF.
3. Prepare user agreements between iCare and initial users of program (early-adopters and beta-testers).

After delivery of the final version of the documents which are satisfactory to the Client, we will reevaluate the future legal needs of iCare as furnished by the Clinic. We hope to complete the above documents by November 25, 2009. If we are not be able to complete the above actions by that date, this matter will be assigned to a new set of Business Clinic Students in the Spring of 2010. After the completion of the work set out in this agreement, iCare may, if it chooses, consult with the Business Clinic on additional legal issues. Likewise, Student attorneys in the Business Clinic in later semesters may decide to assist iCare.

LIMITS ON THE REPRESENTATION

The Clinic's representation will be limited to:

- 1) Advising iCare on the choice of business entity.
- 2) Drafting the organizing documents for the particular business entity selected by iCare.
- 3) Filing the organizing documents with the Tennessee Secretary of State and Knox County authorities, if necessary.
- 4) Reviewing the agreement with The University of Tennessee Research Foundation and providing counseling in connection to negotiations with The University of Tennessee Research Foundation regarding a license agreement for technology owned by UTRF.
- 5) Prepare user agreements between iCare and initial users of program (early-adopters and beta-testers).

Our representation is limited to these items and does not include any other services. Many matters are excluded from our representation, and iCare may need to address these as the business goes forward. If there are other additional legal issues which arise, we are willing to discuss with the iCare the Clinic's ability to represent it on those issues. If we are unable to provide representation, we suggest that iCare consult with another attorney or other advisor to assist with those issues.

CONFLICTS OF INTEREST

We have checked our records for conflicts of interest, and we are not aware of any relationship that the Clinic has with any other person connected with iCare. This conflict check was completed using Chayawat Indranoi, Xueping Li, Tami Hodges Wyatt and Matthew Bell. If any additional individuals join the organization, or as we identify others with whom you will have business relationships, we will need to complete a conflicts check to verify there are no conflicts of interest with these individuals.

As long as our services for you continue under this Agreement, we agree not to provide legal services for any other party with an interest in the subject matter of our representation with iCare without prior written consent. This consent may be given by you as a board member or another designated board member.

CONFIDENTIALITY

Any communications between the Clinic and iCare are covered by the attorney-client privilege, and they are deemed privileged and confidential. The privilege can be waived.

TERMS OF REPRESENTATION

The Client will not be charged for the legal work and representation by the University of Tennessee Business Clinic attorneys. The Client is required to pay all costs incurred related to the representation, such as filing fees and any extraordinary copying or long distance charges.

The Client will be represented by law students certified to practice by the Tennessee Supreme Court, working under the supervision of a law faculty member. Law practice in the U.T. Legal Clinic is governed by Supreme Court Rule 7, Section 10.03.


Student attorneys have explained to Client, and Client understands that the University of Tennessee Business Clinic is an educational program with the dual purposes of providing an educational experience to students at the University of Tennessee College of Law and providing legal services to individuals and organizations in the community. Client further understands and accepts that the student attorneys representing the client may change from semester to semester. Furthermore, Client understands and accepts that the entire project may not be completed prior to the end of the current semester.


The Clinic will be representing the organization, iCare, and not any individual associated with it. The Clinic is in contact with iCare through Mr. Matthew Bell. The Clinic may also work with other individuals of the organization to complete the outlined goals of the representation. In the event that a conflict arises between or among the individuals managing iCare, and that conflict cannot be resolved, the University of Tennessee Business Clinic may, in its sole discretion, decline to provide further legal services to iCare or to any of the individuals associated with it.

iCare agrees to keep The University of Tennessee Business Clinic informed of any significant changes in its plans. If iCare makes a drastic change in its goals or purpose, the Clinic may have to reevaluate its position as attorney and its ability to meet iCare's legal needs.

The Client agrees to keep the Clinic informed of any changes in the names of the members of its board of directors. Furthermore, the Client agrees to provide the Clinic with the necessary documents and information to help the Clinic complete its representation of iCare. Finally, the Client agrees to keep the Clinic informed about its meetings and activities.

For the Clinic:

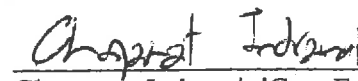

Rachel F. Lokitz, Clinic Attorney


Hannah S. Lowe, Clinic Attorney

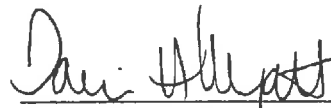
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For the Client:


Matthew Bell, iCare Founder


Chayawat Indranoi, iCare Founder


Xueping Li, iCare Founder


Tami Hodges Wyatt, iCare Founder