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Exhibit A to Side Agreement iCare & UTRF

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EXHIBIT A
to Side Agreement
Between UTRF and iCare

In consideration of the Assignment of all right, title and interest in and to the iCare Intellectual Property, as defined in the Side Agreement, from the University of Tennessee Research Foundation (“UTRF”) to iCare Academic, LLC (“iCare”), UTRF and iCare agree to the following terms:

(1) iCare shall make a membership distribution to UTRF the next business day following iCare’s receipt of the \$500,000 payment from Wolters Kluwer Health (“WKH”) pursuant to Section 2.3(b) of the Asset Purchase Agreement between iCare and WKH (“Asset Purchase Agreement”), a true and complete copy of which is attached hereto as Attachment 1. The distribution to UTRF shall be equal to 10% of the difference of: (a) such \$500,000 payment; minus (b) an amount (“Expense Withholding”) determined by iCare in its reasonable judgment to be necessary to withhold for incurred and anticipated iCare expenses through 2011; provided however that such Expense Withholding shall not exceed \$_____. By December 31, 2011, iCare shall make an additional membership distribution to UTRF equal to 10% of any remainder of the Expense Withholding not used by iCare.

Comment [w1]: Ceiling to be determined based on iCare’s expected expenses. Suggest \$20,000 maximum

(2) Not later than March 15 of each year beginning in 2012 and ending in 2016, iCare shall pay UTRF one-sixth (1/6th) of each annual payment that iCare receives from WKH pursuant to Sections 2.3(c) through 2.3(g) of the Asset Purchase Agreement, and shall make a membership distribution to UTRF equal to 10% of the difference of: (a) the remaining five-sixths (5/6^{ths}); minus (b) an amount (“Annual Expense Withholding”) determined by iCare in its reasonable judgment to be necessary to withhold for incurred and anticipated expenses for that calendar year. Provided, however, that each Reduction Amount pursuant to Schedule 2.3(h) applied by WKH to any such annual payment from WKH to iCare shall be treated for purposes of calculating the amount due UTRF under this Exhibit A as a payment to iCare, so that any Reduction Amount is borne in whole by iCare and shall not reduce the amount paid to UTRF. By December 31 of each year, iCare shall make an additional membership distribution to UTRF equal to 10% of any remainder of the Annual Expense Withholding not used by iCare.

Comment [HK2]: WKH can’t meet initial timing. Will be tiered, minimum in Feb, remainder in Apr. Suggest making late April single payment, or one in March, one in May?

(3) In the event any payments are not received by UTRF when due, in addition to paying the amount due, iCare shall (a) pay to UTRF interest on the overdue balance at the lesser of one percent (1%) per month or the maximum rate of interest allowed by law, and (b) pay all reasonable collection costs at any time incurred by UTRF in obtaining payment of amounts past due, including reasonable attorneys fees. The payment of such interest and/or collection costs shall not foreclose UTRF from exercising any other rights it may have as a consequence of any late payment. In no event shall this provision be construed as a grant of permission for any payment delays.

(4) If all or any part of one or more annual payments by WKH to iCare pursuant to the Asset Purchase Agreement are delayed due to a dispute between WKH and iCare or for any other reason, iCare shall pay to UTRF one-sixth (1/6th) of any and all amounts ultimately received from WKH, whether such payment is received in settlement of a dispute, as a judgment,

or otherwise. In the event the consideration paid by WKH is other than cash, iCare shall pay UTRF the fair market value of one-sixth (1/6th) of such non-cash consideration, and provide UTRF with a written description of the basis for iCare's determination of such consideration's fair market value. iCare shall pay UTRF within thirty (30) days of receiving each such payment from WKH. Provided, however, that each Reduction Amount pursuant to Schedule 2.3(h) applied to any such judgment, settlement or other payment shall be treated for purposes of calculating the amount due UTRF under this Exhibit A as a payment to iCare, so that any Reduction Amount is borne in whole by iCare and shall not reduce the amount due to UTRF. iCare's obligations to pay such amounts to UTRF shall survive the term or termination of the Side Agreement.

(5) iCare shall exercise all rights that it has under the Asset Purchase Agreement to review and audit WKH's books and records if necessary to ensure proper payment from WKH or upon request of UTRF, and iCare shall forward to UTRF copies of all documents and reports received from WKH. Further, iCare shall take any commercially reasonable steps necessary or available to enforce iCare's rights to full payment by WKH under the Asset Purchase Agreement. Without the prior written consent of UTRF, which consent shall not be unreasonably delayed, conditioned or withheld, iCare shall not: (a) agree to amend or terminate the Asset Purchase Agreement; (b) waive any rights iCare has thereunder; (c) release any obligation WKH has under the Asset Purchase Agreement; (d) forego any audit right; or (e) settle any claim under that Asset Purchase Agreement.

(6) All iCare payments to UTRF shall be paid in United States dollars at UTRF's address in Knoxville, Tennessee, or at such other place as UTRF may reasonably designate consistent with the laws and regulations controlling in the United States or any foreign country.

(7) iCare shall maintain a full accounting, showing the date, amount and description of all iCare receipts from WKH, and showing how each payment to UTRF under this Exhibit A has been calculated. iCare shall submit that accounting to UTRF on the earlier of the date each payment is due hereunder or the date such payment is made.

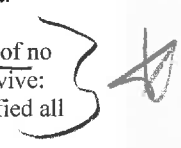
(8) iCare shall keep books and records sufficient to verify the accuracy and completeness of iCare's accounting and payments under this Exhibit A. Such books and records shall be preserved for a period of not less than three (3) years after they are created and after the term of this Side Agreement.

(9) iCare shall take all steps necessary so that UTRF may, within thirty (30) days of its request, review and copy all the books and records at a single United States location to verify the accuracy of iCare's accounting. Such review may be performed by any staff member of UTRF as well as by any attorney or registered CPA designated by UTRF, upon reasonable notice and during regular business hours.

(10) If an examination of records reveals a payment shortage, iCare shall pay the deficiency outstanding within thirty (30) days of receiving written notice thereof, plus the interest accrued on the deficiency at the rate set forth in section (3) above, and if the deficiency is

greater than 5% of the total amount due under any one payment, iCare shall also promptly reimburse UTRF for the reasonable cost of examination.

(11) Receipt or acceptance by UTRF of any payment under this Exhibit A shall not prevent UTRF from subsequently challenging the validity or accuracy of such payment.

(12) UTRF and iCare agree and acknowledge that the License Agreement is of no further force and effect, with the exception of the following provisions which shall survive: ~~Article 3.1; Article 6.1; Article 12; and Article 13.2.~~ iCare agrees that UTRF has satisfied all obligations of UTRF under the License Agreement. 

(13) iCare represents, covenants and warrants that it entered into no license agreements with, and granted no rights to, any party regarding the Intellectual Property under the License Agreement.

(14) UTRF and iCare agree and acknowledge that UTRF does not possess and thus cannot assign, transfer or deliver any Materials as defined in the Asset Purchase Agreement or any source code for iCare Intellectual Property.

(15) UTRF makes no guarantees or warranties to WKH or any other party regarding any rights or obligations created by iCare.

(16) iCare shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless UTRF, UT, and their respective employees, students, directors, trustees, and agents against all loss, liability or expense, including legal expenses and reasonable attorneys fees, in connection with any claim, proceeding, demand, expense and liability of any kind whatsoever arising out of, resulting from, or related to this Agreement, the Asset Purchase Agreement, or the iCare Intellectual Property.

(17) Nothing in this Exhibit A shall be interpreted or construed as a limitation on UTRF's rights to distributions as a member of iCare.

Attachment 1