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LBMC TECHNOLOGIES, LLC

YOUR TRUSTED TECHNOLOGY PARTNER

MASTER SERVICES AGREEMENT

This Agreement is made on this 13th day of October, 2009, by and between iCare, LLC, a Limited Liability Company (LLC), having its principal office at 2450 E.J. Chapman Drive, Knoxville, TN 37996 (hereinafter referred to as "Client") and LBMC Technologies, LLC, a Tennessee limited liability company, having its principal office at 5250 Virginia Way, Third Floor, Brentwood, TN 37027 (hereinafter referred to as "LBMC").

WHEREAS, the parties hereto desire that this Agreement outline the terms and conditions of the agreement by and between the parties relating to services and products provided by LBMC to Client as hereinafter described.

In consideration of the mutual covenants and promises set forth herein, the parties agree as follows.

1. **Services.** The services ("Services") provided during the term of this Agreement and covered by this Agreement shall be those services as are deemed necessary to be provided by LBMC to implement projects, tasks or processes requested in writing from time to time by Client, and as accepted in writing by LBMC and defined in individual Statements of Work. Provided, that requests for support from the Client from time to time are normally made orally, and therefore Client shall be responsible for the payment for such support according to the payment terms set forth herein even if no writing evidences the request for services. The actual performance of Services by LBMC hereunder, and delivery of the software and/or equipment, contemplated by this Agreement shall commence upon complete execution of this Agreement and payment of any deposit or retainer, as may be required by LBMC, whether at the time of the execution of a Statement of Work by the parties or at the time of acceptance by LBMC of a purchase order from Client (purchase orders are not necessarily utilized by the parties after the execution of a Statement of Work; and in all events if a purchase order is utilized it is binding only if evidenced by a writing from LBMC clearly accepting such purchase order), or as otherwise may be mutually agreed to by the parties hereto. All dates for performance are estimates and are based upon prompt receipt by LBMC of all necessary information and assistance from Client.
2. **Management.** Client agrees to:
 - Make all management decisions and perform any management functions.
 - Designate a liaison to oversee the services performed by LBMC.
 - Evaluate the sufficiency and acceptability of services performed by LBMC.
 - Accept responsibility for the output provided by LBMC.
 - Be responsible for establishing, maintaining, and monitoring internal controls surrounding any areas addressed by LBMC.
3. **Rates.** Rates for Services provided hereunder by LBMC shall be the hourly rates as published by LBMC from time to time. Services shall be billed in quarter-hour increments. Rates are subject to change.
4. **Invoicing.** Services and products provided to Client by LBMC hereunder shall be invoiced, at LBMC's option, either upon delivery of such product and/or service, or at a regular interval, which interval shall be no more frequent than weekly. Some products and/or services may require a 100% deposit. Invoices are payable within ten (10) business days after receipt by Client unless otherwise agreed in writing by the parties. Past due balances may accrue finance charges at the rate of 1% per month and will be reflected on Client's monthly statement. LBMC reserves the right to delay or suspend the provision of products and/or services to Client in the event that Client has a past due balance with LBMC.
5. **Expenses.** Client shall reimburse LBMC for documented expenses reasonably incurred by LBMC in the rendition of services under this Agreement. Such expenses may include airfare, hotel, mileage, meal per diems, Microsoft incident support, etc. Reimbursement will be due within ten (10) business days after Client's receipt of each invoice unless otherwise agreed to by the parties in writing.



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6. Taxes, Etc. Client agrees to pay all applicable sales and, subject to the provisions of Section 15 hereof, other taxes, duties, permits or similar costs associated with the provision by LBMC of products and/or services to Client. Client agrees to make payments per this Agreement and if Client fails to do so, Client agrees to pay all costs of collection including reasonable attorneys fees, pre and post judgment interest at the rate of 1% per month or the maximum rate permitted by applicable law, if less, and all other additional costs of collection whatsoever, reasonably incurred by LBMC.
7. Representations and Warranties.
 - (a) LBMC hereby represents and warrants to Client:
 - (i) LBMC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Tennessee, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by LBMC of this Agreement have been duly authorized by all necessary limited liability company representatives on the part of LBMC, and this Agreement constitutes a valid and binding obligation of LBMC enforceable against LBMC in accordance with its terms and conditions, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting the enforcement of creditors' rights. The consent of no other entity or person is required for LBMC to fully perform all of its obligations herein.
 - (ii) There is no pending or, to LBMC's actual knowledge, threatened litigation against LBMC which may affect the legality, validity or enforceability of this Agreement or any of the Services contemplated herein or LBMC's ability to fully perform its obligations herein and the Services hereunder.
 - (b) Client hereby represents and warrants to LBMC the following:
 - (i) Client is a Limited Liability Company (LLC), duly organized, validly existing and in good standing under the laws of the State of Tennessee, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Client of this Agreement have been duly authorized by all necessary limited liability company action on the part of Client, and this Agreement constitutes a valid and binding obligation of Client enforceable against Client in accordance with its terms and conditions, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting the enforcement of creditors' rights. The consent of no other entity or person is required for Client to fully perform all of its obligations herein.
 - (ii) There is no pending or, to Client's actual knowledge, threatened litigation against Client which may affect the legality, validity or enforceability of this Agreement or any of the Services contemplated herein or Client's ability to fully perform its obligations herein.
8. Warranty Disclaimer; Limitation of Liability.
 - a. LBMC makes and Client receives no warranty, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, with respect to any products, including any hardware or software, provided to Client by LBMC pursuant to this agreement or otherwise, or any services rendered to or for Client pursuant to this agreement or otherwise, and such warranties are hereby expressly disclaimed.
 - b. In no event shall LBMC be liable to Client for any indirect, special, consequential, exemplary or punitive damages or lost profits, arising out of or related to this agreement or the performance or breach thereof, even if LBMC has been advised of the possibility thereof.



- c. Additionally, in no event shall LBMC be liable to Client for any damages resulting from or related to any failure of any product provided to or sold to Client in connection with the Services or otherwise. LBMC's liability to client hereunder, if any, shall in no event exceed the total of the amounts paid to LBMC hereunder or in connection herewith by client.
9. **Third-Party Vendors.** The providing or transfer of any computer software by LBMC to Client in connection with this Agreement shall only be on a non-exclusive license basis, and, in any event, in accordance with the provisions of the license agreement of the applicable third party vendor and not LBMC. In the event there are any defects in software provided by any third party vendor to LBMC which delays or in any way affects the ability of LBMC to provide Services pursuant hereto, or otherwise causes any detrimental consequence, Client acknowledges and agrees any remedy that it may have shall be solely against the third-party software vendor and not LBMC. LBMC will reasonably assist Client in resolving manufacture defects and the Services rendered in providing such assistance are billable pursuant to the terms hereof.
10. **Rights in Work Product.** LBMC agrees that all work product it produces within the scope of its engagement shall be considered "works made for hire" under the federal copyright laws. LBMC hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to Client. During the course of this Agreement, LBMC may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit LBMC's use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed prior to or during the course of this Agreement, without limitation, in the development, manufacturing, and marketing of products and services for itself or for other clients. LBMC hereby acknowledges and agrees that any proprietary property of Client provided by Client to LBMC in conjunction with the services to be performed under this Agreement shall remain the property of Client.
11. **Termination.** Either party may terminate this Agreement effective upon ten (10) days' prior written notice thereof to the other party. All outstanding balances and all charges for hardware and software (including work-in-process) ordered by LBMC for Client or delivered by LBMC to Client up to the date of termination, and all charges for Services rendered by LBMC for Client through the date of termination shall be due and payable by Client to LBMC upon termination.
12. **Confidentiality.** Each party recognizes that in the course of the performance of this Agreement, it may obtain confidential information or materials from the other. The party obtaining such information shall, at all times, both during the term of this Agreement and thereafter, keep all of such confidential information in strictest confidence and trust. Each party agrees to return to the other any written, printed or other materials embodying such confidential information given to or acquired by such party in connection with this Agreement. For these purposes, the term "confidential information" shall be deemed information specifically provided by one party which is designated in writing as "Confidential Information" by specific reference thereto, not general reference thereto. It shall further include any information which is clearly proprietary in nature or clearly constitutes a trade secret. In all events, the term "Confidential Information", shall not include any information (a) which is accessible to the party obtaining such information from sources other than the party providing such information, (b) that is in the public domain, or (c) becomes public information at any time in the future. In all events, the provisions of this section shall not prevent a party obtaining confidential information from disclosing the same in connection with legal process, including subpoena.

In the event that either party shall violate the terms of this Section 12, the other party shall be entitled to obtain injunctive relief to enforce this provision, it being agreed that damages alone will not constitute an adequate remedy.
13. **Employees.** Client agrees that the staff and employees of LBMC have been provided with highly technical training and that LBMC would suffer significant harm if Client or any affiliate of Client were to employ any such staff member or employee during the term of this Agreement and for one (1) year thereafter. Client



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specifically agrees to reimburse LBMC 50% of the annual salary of any employee that is hired by the Client during the pendency of this Agreement or during the one-year period after termination, expiration or cancellation of this agreement.

14. Remedies; Arbitration. In the event of a breach or default by either party hereto, such party shall be liable to the other party for damages. In the event that during the term of this Agreement a disagreement or claim should arise out of or relating to this Agreement, including performance hereunder, interpretation hereof, or the breach or invalidity hereof, the parties will attempt in good faith to resolve their differences. Any dispute, which is not resolved by the parties, shall be referred to the American Arbitration Association in Nashville, Tennessee for binding arbitration in accordance with the then applicable rules of the American Arbitration Association. Any judgment on the award from such a proceeding may be entered or confirmed in any court having jurisdiction thereof. The arbitrator is hereby directed to assign costs (including reasonable attorneys' fees) to either or both parties as he deems appropriate under the circumstances.
15. Independent Contractor. The relationship between the parties is that of an independent contractor for all purposes, and the parties acknowledge and agree that neither shall be involved in the management or operations of the other and neither shall have the power or authority to control the activities of the other. Nothing contained herein shall be construed as evidencing a partnership or any other fiduciary relationship between the parties. Because of LBMC's status as independent contractor, no federal, state, or local income tax, unemployment tax, FICA, or payroll tax of any kind will be withheld or paid by Client on LBMC's behalf. LBMC shall be responsible for obtaining any applicable workers' compensation insurance on behalf of its own employees.
16. Miscellaneous.
 - (a) Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.
 - (b) Assignment; Binding Effect. Neither party may assign or transfer its rights and obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No permitted assignment shall relieve the assigning party of any liability hereunder unless agreed to in writing by the other party. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
 - (c) Severability. The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
 - (d) Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Tennessee.
 - (e) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all other representations, agreements, and understandings, both oral or written, between the parties with respect to the subject matter hereof. If LBMC renders services pursuant to any Statement of Work, Client and LBMC hereby agree that the terms of this Agreement shall control to the extent that any terms and conditions of the Statement of Work are contrary to any provision contained in this Agreement, unless the Statement of Work specifically indicates in writing that the Statement of Work is to supersede this Agreement with respect to such terms.
 - (f) Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions, which are intended to survive and continue (i.e., those provisions of Sections 2 through 16), shall survive and continue.



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- (g) Amendment. This Agreement may only be amended or modified in writing signed by the parties hereto.
- (h) Waiver. Neither the failure nor any delay on the part of either party to exercise any right, remedy or power of privilege under this Agreement shall operate as a waiver thereof. Any waiver by a party of a provision in this Agreement must be in writing, signed by the waiving party. Nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any other occurrence.
- (i) Force Majeure. Except for the obligation of Client to make payments as described herein, neither party shall be in default if failure to perform any obligation under this Agreement is caused by supervening conditions beyond that party's control, including but not limited to acts of God, war, labor strikes, slowdowns or stoppages, fires, floods, explosions, civil commotion, and other causes beyond the control or fault of the party who has delayed in performing its obligations hereunder.
- (j) Notices. All notices, requests and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by United States mail, postage prepaid or by nationally recognized overnight carrier, addressed to the party as set forth above. Either party may alter the address to which communications or copies are to be sent by giving notice, provided that notice of a change in address shall be effective only upon receipt of such change of address in conformity with the provisions of this paragraph for giving notice, provided that notice of a change in address shall be effective only upon receipt.
- (k) Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed a completed document. Any signature page delivered by facsimile shall be valid and binding upon the parties to the same extent as an original signature page. Any party who delivers a signature page by facsimile hereby agrees to later deliver an original counterpart to any party requesting the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

CLIENT:

iCare, LLC

Date: 10/13/09

By: Chayawat Indranoi

Title: Co-Founder

CHAYAWAT INDRANOI

Printed Name

LBMC Technologies, LLC

By: Stacy C Schuetler
Stacy C Schuetler

Date: October 13, 2009

Title: President

Printed Name