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Transactional Matter Files

APA- Closing Deliveries

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records relating to Tax matters or any other action, either party shall have reasonable access to such information until the applicable statute of limitations, if any, shall have expired. Except as otherwise agreed in writing, each party shall reimburse the other for reasonable out-of-pocket costs and expenses incurred in assisting the other pursuant to this **Section 6.5(a)**. Each party shall have the right to copy any of such records at its own expense. Neither party shall be required by this **Section 6.5(a)** to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations.

(b) After the expiration of such six (6) year period (or the applicable statute of limitations with respect to any Tax Returns or other records relating to Tax matters or any other action), Seller on the one hand, and Buyer on the other hand, will provide at least 60 days prior written notice to the other party of its intent to dispose of any such Books and Records relating to the Business, and such other party will be given the opportunity, at its cost and expense, to remove and retain all or any part of such books and records as it may select.

6.6 Litigation Support.

In the event and for so long as Seller on the one hand, or Buyer on the other hand, is actively contesting or defending after the Closing against any third party Legal Proceeding in connection with any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction involving the Business, the other party will reasonably cooperate with the contesting or defending party and its counsel in the contest or defense, make available its personnel at reasonable times and upon reasonable notice and provide such testimony and access to its books and records as may be reasonably requested in connection with the contest or defense, at the sole cost and expense of the contesting or defending party (unless such contesting or defending party is entitled to indemnification therefor under **Article VIII**, in which case the costs and expenses will be borne by the parties as set forth in **Article VIII**).

6.7 Seller's Obligation to Cease Use of Names and Similar Terms.

Beginning immediately following the Closing, Seller will, and will cause its Affiliates to, cease using any trademark, brand name, trade name, corporate name, domain name or other indication of source or origin, that includes, is based on, relates to or is likely to be confused with or is confusingly similar to the terms "iCare" or any other similar terms or derivatives thereof.

ARTICLE VII- CLOSING DELIVERIES

7.1 Closing Deliveries of Seller.

Simultaneous with the execution of this Agreement, Seller will deliver to Buyer:

(a) duly executed counterpart of assignment to Buyer of Acquired Intellectual Property (the "**Intellectual Property Assignment**");

(b) duly executed counterpart of a master consulting services agreement (the "**Master Consulting Agreement**");

(c) any consents listed on **Schedule 4.16**;

(d) duly executed instruments of assignment to Buyer of intellectual property from Matthew Arthur Bell, Chayawat Indranoi, Xueping Li, Tami Hodges Wyatt;

(e) duly executed Basic Agreement by and between UT and UTRF dated November 23, 2010;

(f) duly executed Side Agreement by and between UTRF and iCare dated December 1, 2010;

(g) duly executed Assignment of Intellectual Property by and between UTRF and iCare dated December 1, 2010;

(h) duly executed Intellectual Property License by and between UTRF and iCare dated December 1, 2010 (the "**UTRF Intellectual Property License**");

(i) duly executed counterpart of an Intellectual Property License with WKH (the "**WKH Intellectual Property License**");

(j) certificate, signed by an officer of Seller, certifying the certificate of formation and operating agreement of Seller, resolutions of Seller's Board of Managers and the Members and the incumbency of Seller's officers.; and

(k) such other certificates, deeds, bills of sale, endorsements, assignments, affidavits and other good and sufficient instruments of sale, assignment, conveyance and transfer, as are reasonably requested by Buyer to effectively convey the Acquired Assets in accordance with this Agreement.

7.2 Closing Deliveries of Buyer.

Simultaneous with the execution of this Agreement, Buyer will deliver to Seller:

(a) the amount set forth on **Schedule 2.3(a)** by bank wire transfer to an account specified in writing by Seller in accordance with **Section 2.3(a)**;

(b) duly executed counterpart of the Intellectual Property Assignment;

(c) duly executed counterpart of the Master Consulting Agreement; and

- (d) duly executed counterpart of the WKH Intellectual Property License.

ARTICLE VIII - SURVIVAL; INDEMNIFICATION; LIMITED RECOURSE

8.1 Survival; Exclusive Remedy.

The representations and warranties contained in this Agreement shall survive the Closing and continue in full force and effect for as long as Buyer has any payment obligation under Section 2.3, except that the representations and warranties contained in (a) Sections 4.1 (Organization and Good Standing), 4.2 (Authorization of Agreement), 4.3 (Conflicts; Consents), 4.9 (Assets of the Business), 4.21 (Financial Advisors), 4.23 (Transactions with Affiliates), 5.1 (Organization and Good Standing), 5.2 (Authorization of Agreement), 5.3 (Conflicts; Consents) and 5.5 (Financial Advisors) shall survive the Closing and continue in full force and effect indefinitely; (b) Sections 4.8 (Taxes), 4.12 (Employee Benefit Plans) and 4.20 (Environmental) will survive the Closing and continue in full force and effect until the expiration of the statute of limitations (as may be extended by any Governmental Body) applicable to the subject matter of such representations or warranties, and (c) Section 4.10 (Intellectual Property) shall survive the Closing and continue in full force and effect for a period of five (5) years after the Closing Date. If written notice of a claim has been given prior to the expiration of the applicable period set forth above by any party hereto to the other party hereto in accordance with the notice requirements under Section 9.4 below, then the indemnification claim with respect to such representation, warranty or covenant shall survive as to such claim, until the claim has been finally resolved. Any knowledge or investigations by or on behalf of a party hereto shall not constitute a waiver of such party's right to enforce any of its rights pursuant to this Article VIII.

8.2 Obligation of Seller to Indemnify.

Subject to the terms and conditions of this Article VIII, Seller agrees to reimburse, defend, indemnify and hold harmless Buyer, its present and future Affiliates, and its and their present and future directors, officers, employees and representatives (individually, a "**Buyer Indemnified Party**," and collectively, the "**Buyer Indemnified Parties**") from, against, and in respect of any and all losses, fees, liabilities, damages, claims, deficiencies and all costs and expenses (including defense and settlement costs, interest, penalties and reasonable attorneys' and accountants' fees and disbursements) (each, a "**Loss**" and collectively, the "**Losses**"), that any Buyer Indemnified Party may suffer, sustain, incur or become subject to and that exist or arise due to any of the following:

(a) prior to their expiration in accordance with Section 8.1 hereof, any inaccuracy of any representation or breach of any warranty made or given by Seller in this Agreement or the Seller Documents (or any claim that if true, would constitute such an inaccuracy or breach) ;

(b) the breach by Seller of, or any non-fulfillment or failure to perform or comply with, any covenant or agreement on the part of Seller contained in this Agreement (or any claim that if true, would constitute such a non-fulfillment or failure);