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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of December 1, 2010 (the "**Effective Date**"), is entered into by and between iCare Academic, Limited Liability Company, a Tennessee limited liability company ("**iCare**" or "**Seller**"), and Wolters Kluwer Health, Inc., a Delaware corporation ("**WKH**" or "**Buyer**"), on behalf of its Lippincott Williams & Wilkins business ("**LWW**").

WHEREAS, Seller is engaged in designing, maintaining, writing, updating, upgrading, licensing, supporting and installing software relating to eHRs, including the use of such software to teach nursing, other health care and veterinary students and professionals (the "**Business**");

WHEREAS, Seller desires to sell, and Buyer desires to purchase, substantially all of the assets, properties, rights and interests used or held for use in the Business in consideration of certain payments by Buyer and the assumption by Buyer of certain specified liabilities, all as specifically disclosed and on the terms and conditions set forth herein; and

WHEREAS, concurrently with the sale of the assets and the assumption of certain liabilities, each as specified herein, Seller will enter into the Seller Documents, and Buyer will enter into the Buyer Documents.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements hereinafter contained, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"**Acquired Assets**" has the meaning set forth in Section 2.1(a).

"**Acquired Intellectual Property**" has the meaning set forth in Section 4.10(b).

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "**control**" (including the terms "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"**Allocation Schedule**" has the meaning set forth in Section 2.4(a).

"Approved Indemnification Claim" has the meaning set forth in Section 8.4(b).

"Assumed Liabilities" has the meaning set forth in Section 2.2(a).

"Benefit Plans" has the meaning set forth in Section 4.12.

"Books and Records" has the meaning set forth in Section 4.5.

"Business" has the meaning set forth in the WHEREAS clause.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Buyer Documents" has the meaning set forth in Section 5.2.

"Buyer Indemnified Party" and **"Buyer Indemnified Parties"** have the meanings set forth in Section 8.2.

"Closing Date" has the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended (together with all rules and regulations promulgated thereunder).

"Commercial Use" means to use, make, offer to sell, sell, import, license, sublicense, install, operate, maintain, support, update, modify, design, develop, create, copy, publish or distribute, or to otherwise commercialize in any manner. Commercial Use shall include use to teach, test and assess students.

"Confidential Information" has the meaning set forth in Section 6.4(a).

"Contracts" means contracts, agreements, licenses, leases, obligations, commitments, undertakings, sales, orders (including delivery orders, purchase orders and change orders), and blanket purchase agreements (whether written or oral, express or implied).

"Customer Prepayment Amounts" means the portion of any prepayment amounts, relating to any customer license or beta-testing agreement that is assigned to Buyer, which is unearned as of the Closing Date.

"Change of Control" means either (i) a sale by WKH of more than sixty (60) percent of the voting securities of WKH to a Person who is not an Affiliate of WKH or (ii) the sale or disposition by WKH of all or substantially all of its assets to a Person who is not an Affiliate of WKH.

"Developers" has the meaning set forth in Section 4.10(d).

"**Dispute Notice**" has the meaning set forth in Section 8.4(b).

"**Dispute Period**" has the meaning set forth in Section 8.4(b).

"**eHR**" means electronic health or medical records.

"**Environmental Law**" means any Law or other legal requirement relating to the protection of human health and safety, the environment or natural resources, or discharges of Hazardous Materials.

"**ERISA**" has the meaning set forth in Section 4.12.

"**Excluded Assets**" has the meaning set forth in Section 2.1(b).

"**Excluded Contracts**" has the meaning set forth in Section 2.1(b)(vii).

"**Excluded Liabilities**" has the meaning set forth in Section 2.2(b).

"**Existing Customer**" means any Person (or an Affiliate thereof) to which Seller or any Affiliate provided services or products of the Business during the two years immediately preceding the Closing Date.

"**GAAP**" means generally accepted accounting principles in the United States, consistently applied.

"**Geographic Area**" means Asia, Australia, Europe, South America, and North America.

"**Governmental Body**" means any government or governmental or regulatory entity, body thereof, or political subdivision thereof, whether federal, state, local, foreign, or supranational, and any agency, instrumentality or authority thereof or any other entity exercising executive, legislative, judicial, regulatory or administrative functions or pertaining to government, including any department, board, commission, court or tribunal.

"**Guarantee Amount**" means \$250,000.

"**Hazardous Material**" means any substance, material or waste that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as "hazardous," "toxic," "pollutant," "contaminant," "radioactive," or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold and urea formaldehyde insulation.

"**iCare Royalty**" for a calendar year means the product of 18% and that calendar year's gross revenues (less bad debts and returns) of products commercialized by WKH based on the iCare Software. Sales shall be allocated among calendar years in accordance with GAAP, except that any sale for a semester that ends after November 30 and before February 1 shall be deemed to have been for a semester that ends on December 31.

To the extent the iCare Software is sold as part of a bundle rather than as a stand-alone product, for purposes of calculating the iCare Royalty, the value of the bundled iCare Software shall be calculated as set forth on Exhibit A.

"iCare Software" means Seller's software and all associated content and includes, without limitation, Seller's software to support the teaching, testing and assessment of nursing, other health care and veterinary students and professionals relating to their ability to (i) work with eHRs and to access, record and query them, (ii) engage in patient teaching and care planning and mapping in connection with eHRs, and (iii) participate in medical billing and coding in connection with eHRs, as such software exists as of the date hereof, including source code, object code, any related interfaces and workflow tools, all technical, development, operational, end-user, and marketing documentation, third party license rights, dashboards, screen views, what appears to be actual patient health information (but in fact is based on fictional persons with fictional health conditions), database support, stored lists, and business rules.

"Indemnified Party" has the meaning set forth in Section 8.4(a).

"Indemnifying Party" has the meaning set forth in Section 8.4(a).

"Indemnity Cap" has the meaning set forth in Section 8.5(b)(i).

"Intellectual Property" means (a) patents, patent applications, inventions and statutory invention registrations, (b) registered trademarks (where the term "trademark" as used in this Agreement includes all trademarks of any type, including service marks, certification marks and all other indicia of source or origin) and applications for same, including all goodwill associated therewith, (c) unregistered copyrights, registered copyrights and applications for same, (d) trade names, logos, common law and unregistered trademarks, Internet domain names, Internet and World Wide Web URLs or address, unregistered works of authorship, (e) computer software, records and data, including business rule data and user interface data, (f) confidential and proprietary information, including trade secrets and know how, and (g) all other intellectual property.

"Intellectual Property Assignment" has the meaning set forth in Section 7.1(a).

"IRS" means the Internal Revenue Service.

"Knowledge", "Known by" or "Known" (and any similar phrase) means that an individual will be deemed to have "Knowledge" of a particular fact or other matter if: (a) such individual is actually aware of such fact or other matter; or (b) a prudent individual would be expected to be aware of such fact or other matter in the course of performing his or her duties or responsibilities within the scope of his or her respective job duties, if applicable, concerning the existence of such fact or other matter. For purposes of this Agreement, the "Seller's Knowledge" of a particular fact or other matter means the Knowledge of Matthew

Arthur Bell, Chayawat Indranoi, Xueping Li, Tami Hodges Wyatt, Harry King and Rich Berube.

"**Law**" means any foreign, federal, state or local law, statute, code, ordinance, rule, regulation, requirement, Order, announcement or other binding action or requirement of any Governmental Body.

"**Legal Proceeding**" means any action, complaint, claim, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving any court or other Governmental Body or any arbitrator or arbitration panel.

"**Liability**" means any debt, liability, guarantee, assurance, commitment or obligation, whether known or unknown, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, asserted or unasserted, due or to become due, whenever or however arising (including whether arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required by GAAP to be stated in financial statements or disclosed in the notes thereto.

"**Licensed Commercial Software**" has the meaning set forth in Section 4.10(a).

"**Licensed Intellectual Property**" has the meaning set forth in Section 4.10(a).

"**Licensed Software**" means the software that is licensed for use by Seller and is included in the Licensed Intellectual Property.

"**Lien**" means, with respect to any asset, any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, assessment, easement, servitude, covenant, reservation, license, ownership interest of another Person, or encroachment.

"**Loss**" or "**Losses**" have the meanings set forth in Section 8.2.

"**Master Consulting Agreement**" has the meaning set forth in Section 7.1(b).

"**Material Adverse Effect**" means any existing fact, condition, development, change, event, circumstance or effect that has, or could reasonably be expected to have, individually or in the aggregate with all other existing facts, conditions, developments, changes, events, circumstances or effects, (a) a material adverse effect on the business, operations, results of operations, financial condition, prospects, assets or liabilities of the Business or materially diminish the value of the Business or (b) the effect of preventing, materially delaying, making illegal or otherwise materially interfering with the

consummation of the transactions contemplated by this Agreement, the Buyer Documents and the Seller Documents.

"Material Contracts" has the meaning set forth in Section 4.11(a).

"Open Source Software" means computer software distributed pursuant to a license or other agreement that requires licensees to disclose or otherwise make available the source code for any software incorporating or using such licensed software or developed using such licensed software, or to distribute or make available such software on terms specified in such license or agreement, including the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL).

"Order" means any order, award, decision, injunction, judgment, decree, ruling, subpoena, writ, assessment, verdict or arbitration award entered, issued, made or rendered by any Governmental Body.

"Ordinary Course of Business" means an action taken or not taken with respect to the Business that is consistent with the Business' past practices during the 12 months prior to the date of this Agreement (including with respect to quantity, nature, magnitude and frequency) and is taken in the ordinary course of the normal day-to-day operations of the Business.

"Organizational Documents" has the meaning set forth in Section 4.1(b).

"Permits" means any approvals, authorizations, consents, licenses, permits, registrations, qualifications or certificates of a Governmental Body.

"Person" means any individual, corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Privacy Laws" means any Law requiring protection from improper use or disclosure of confidential financial or personal data and information regarding customers of the Business.

"Product Offering" has the meaning set forth in Section 4.10(a).

"Prospective Customer" means any Person (or its Affiliates) to which Seller or its Affiliates has submitted a written or oral proposal for the sale or provision of any products or services related to the Business during the two (2) years immediately preceding the Closing Date, provided that mass mailings or e-mail "blasts" by Seller will not be deemed to be submissions of a "written or oral proposal" for purposes of this definition.

"Royalty Year" means 2011, 2012, 2013, 2014 or 2015.

"Schedules" means the Schedules accompanying this Agreement.

"**Seller Documents**" has the meaning set forth in Section 4.2.

"**Seller Indemnified Party**" and "**Seller Indemnified Parties**" have the meanings set forth in Section 8.3.

"**Software Documentation**" has the meaning set forth in Section 4.10(e).

"**Statements of Operations**" means (i) the unaudited statements of operations of the Business for the 12 month periods ended each of December 31, 2008, and December 31, 2009 and (ii) the unaudited statement of operations of the Business for the quarter ended September 30, 2010.

"**Taxes**" means (a) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments with respect to Seller, the Business or the Acquired Assets, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, alternative, environmental, inventory, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property (real or personal) and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, and (b) all interest, penalties, fines, additions to Tax or additional amounts imposed by any taxing authority in connection with any item described in clause (a).

"**Tax Return**" means all returns, declarations, reports, estimates, information returns and statements required to be filed by Seller with respect to the Business or the Acquired Assets in respect of any Taxes.

"**Third Party Claim**" has the meaning set forth in Section 8.4(a).

"**Threshold Amount**" has the meaning set forth in Section 8.5(b)(i).

"**UT**" means the University of Tennessee (Knoxville).

"**UTRF**" means the University of Tennessee Research Foundation.

"**UTRF Intellectual Property License**" has the meaning set forth in Section 7.1.

"**WKH Intellectual Property License**" has the meaning set forth in Section 7.1.

1.2 Other Definitional and Interpretive Matters.

Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) **Calculation of Time Period.** When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to

this Agreement, the date that is the reference date in calculating such period shall be excluded (for example, if an action is to be taken within two days of a triggering event, and such event occurs on a Tuesday, then the action must be taken by Thursday). If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) **Dollars.** Any reference in this Agreement to \$ shall mean U.S. dollars.

(c) **Schedules.** The Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

(d) **Headings.** The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

(e) **No Drafting Presumptions.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements contemplated hereby and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(f) **Construction.** Words used in this Agreement in the singular number shall include the plural, and vice versa, unless the context requires otherwise. Words of gender used in this Agreement may be read as masculine, feminine or neuter as the context may require. The terms "this Agreement," "hereto," "herein," "hereby," "hereunder," "hereof" and similar expressions refer to this Agreement (including the Schedules hereto) in its entirety and not to any particular provision or portion of this Agreement unless the context clearly provides otherwise. Whenever the words "include," "includes" or "including" are used herein, they shall be deemed to be followed by the words "without limitation."

ARTICLE II- PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets.

(a) At the Closing Seller will sell, assign, transfer and deliver to Buyer, and Buyer will purchase and acquire from Seller, all right, title and interest in and to the Acquired Assets, free and clear of all Liens, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "**Acquired Assets**" shall mean all of Seller's assets used or held for use in the Business, including the following (but excluding in all cases the Excluded Assets):

(i) the Acquired Intellectual Property, together with all rights associated